**STATE OF MAINE**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*



**RFP# 202309200**

**Maine Wholesale Spirits Business**

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| **RFP Coordinator** | *All communication regarding the RFP must be made through the RFP Coordinator identified below*.  **Name:** Tracy Willett **Title:** Acting Deputy Director  **Contact Information:** [Tracy.Willett@maine.gov](mailto:Tracy.Willett@maine.gov) |
| **Submitted Questions Due** | *All questions must be received by the RFP Coordinator identified above by:*  **Date:** January 2, 2024, no later than 11:59 p.m., local time |
| **Proposal Submission** | *Proposals must be received by the Division of Procurement Services by:*  **Submission Deadline:** January 16, 2024, no later than 11:59 p.m., local time.  *Proposals must be submitted electronically to the following address:*  **Electronic (e-mail) Submission Address:** [Proposals@maine.gov](mailto:Proposals@maine.gov) |

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PUBLIC NOTICE

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**State of Maine**

**Department of Administrative and Financial Services**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The State of Maine Department of Administrative and Financial Services, Bureau of Alcoholic Beverages and Lottery Operation (BABLO) is seeking proposals for Spirits Administration and Trade Marketing that include general management, financial management, administration, logistics (warehousing and distribution) information technology, financial and business analysis, category management, marketing and field agency liquor store support.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>.

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: [Proposals@maine.gov](mailto:Proposals@maine.gov). Proposal submissions must be received no later than 11:59 p.m., local time, on January 16, 2024. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services’ aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

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**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP, shall have the meanings indicated below:

| **Term/Acronym** | **Definition** |
| --- | --- |
| **BABLO or Bureau** | Bureau of Alcoholic Beverages and Lottery Operations |
| **Broker** | The person who is licensed to be a sales representative for a supplier of spirits in Maine |
| **Category Management System or CATMAN** | Category management system used to provide data-driven capability to improve sales, working capital productivity and return on investment for procurement, sales and marketing decisions |
| **Commission** | State Liquor and Lottery Commission |
| **Contract** | The legal agreement between the Successful Bidder and BABLO, resulting from the procurement process for this RFP |
| **DAFS or Department** | Department of Administrative and Financial Services |
| **Economic Impact** | Any activity that is directly performed by or related to a Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine.  Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with a Maine business, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder’s business operations. |
| **EDI** | Electronic Data Interchange. Agency liquor stores that use this technology produce and transmit an electronic file that is then converted by the existing vendor to produce the order file into its system. Agency liquor stores that use this technology require that their order invoice be transmitted electronically in the EDI format so that their system can read it. |
| **Gross Receipts** | All receipts derived by the Department, with no deduction or offset for Operating Contract Expenses, BABLO Administrative Expenses or Department Administrative Expenses. Gross Receipts include Liquor Excise Taxes |
| **Industry** | Includes BABLO, agency liquor stores, suppliers, brokers and the successful bidder |
| **Initiator of Deposit** | A manufacturer, distributor or other person who initiates a deposit on a beverage container under 38 MRS §3103 |
| **Liquor** | As used in this RFP, means spirits as defined by 28-A MRS §2, sub-§31, any liquor produced by distillation or, if produced by any other process, strengthened or fortified by the addition of spirits of any kind |
| **MSI** | A hand-held electronic scanning ordering device. Agency liquor stores that use this ordering system scan a shelf label or UPC code and key in the quantity for the scanned items needed to be ordered. Once completed, the device is then connected to a computer, mobile app, or phone line and transmits the order. |
| **NABCA** | National Alcohol Beverage Control Association |
| **Net Receipts** | Gross receipts, less BABLO’s Administrative Expenses, the cost of the services under this RFP, Product and Marketing Expenses and Premium Taxes |
| **Net Receipts Clearing Account** | The clearing account established by the Department for the deposit of Gross Receipts, payment of Operating Contract expenses, payment of Product and Marketing Expenses, payment of BABLO Administrative Expenses and transfer of Liquor Excise Taxes |
| **Product** | Spirits as defined by 28-A MRSA §2, sub-§31, any liquor produced by distillation or, if produced by any other process, strengthened or fortified by the addition of spirits of any kind |
| **PQRS** | Electronic Price Quote Reporting System, maintained by NABCA |
| **RFP** | Request for Proposal |
| **SKU** | Stock Keeping Unit |
| **Spirits** | As defined by 28-A MRSA §2, sub-§31, any liquor produced by distillation or, if produced by any other process, strengthened or fortified by the addition of spirits of any kind |
| **Spirits Administration** | Under Maine law, Spirits Administration is defined as follows:  “’Spirits administration’ or ‘administration’ means the management of spirits activities involving the distribution and sale of spirits by the bureau or any person awarded a contract under section 90. ‘Spirits administration’ includes, but is not limited to financial and performance management; profitable and responsible growth management; management of contracts; management of agency liquor store matters and orders; personnel management; monitoring and reporting of spirits inventory; management of bailment records and billing; management of accounts receivable, accounts payable and tax collection and reporting; and sales and profit reporting.”  BABLO also includes database administration for agency liquor store accounts, orders; inventory management, product management, pricing and reporting related to these data elements; management of spirit supplier matters and orders; warehousing and distribution of spirits to agency liquor stores and bottle redemption services to be covered under Spirits Administration. |
| **Spirits Business System or System** | Administrative management; product processing and management; price processing and management; financial processing, tracking and management; order processing, tracking and management; inventory processing, tracking and management; and reporting system under the Spirits Administration section of this RFP |
| **Spirits Trade Marketing** | Under Maine law, Spirits Trade Marketing is defined as follows:  “Spirits trade marketing” means oversight and management by the bureau or any person awarded a spirits trade marketing contract under [28-A MRS] section 90. ‘Spirits trade marketing’ includes, but is not limited to, agency liquor store category management, analysis and recommendations; agency liquor store shelf reset recommendations; agency liquor store displays, advertising, point-of-sale material and event marketing recommendations; development, production and distribution of sales, marketing and information publications; consultation and coordination with spirits suppliers on matters affecting their brands; and development, production and distribution of any social responsibility initiatives and compliance related to those initiatives.” |

**State of Maine - Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**RFP# 202309200**

**Maine Wholesale Spirits Business**

**PART I INTRODUCTION**

**A. Purpose and Background**

The Department of Administrative and Financial Services (Department), Bureau of Alcoholic Beverages and Lottery Operations (BABLO) is seeking bidders for spirits administration and trade marketing as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder. The contract must be awarded pursuant to a competitive bid process. BABLO is prohibited from contracting with a bidder who also holds a license in this State or another state to distill, bottle or manufacture spirits.

Pursuant to [PL 2021, c. 592](https://legislature.maine.gov/bills/getPDF.asp?paper=SP0608&item=3&snum=130), “It is in the public interest to continue to maximize growth in the State’s wholesale spirits business while ensuring that growth in revenue from the business is achieved in a socially responsible manner. The contracting of the operations of the wholesale spirits business serves this purpose and provides the State’s agency liquor store partners with effective and efficient services in order to responsibly serve consumers of spirits in the State.” The contract will be for a period of ten (10) years, with an option for a three (3) year extension at the Bureau’s discretion.

Managing the wholesale spirits business and trade marketing includes, but is not limited to:

1. Spirits administration, including but not limited to:
   1. financial and performance management
   2. profitable and responsible growth management
   3. management of contracts
   4. management of agency liquor store matters and orders
   5. personnel management
   6. monitoring and reporting of spirits inventory
   7. management of bailment records and billing
   8. management of accounts receivables, accounts payable and tax collection and reporting
   9. sales and profit reporting
   10. database administration for agency liquor store accounts and orders
   11. inventory management, product management, pricing and reporting related to these data elements
   12. management of spirit supplier matters, depletion allowances and orders
2. Warehousing and distribution of spirits to agency liquor stores
3. Bottle redemption services for spirits products; and
4. Spirits trade marketing, including but not limited to:
   1. agency liquor store category management, analysis, and recommendations
   2. agency liquor store shelf reset recommendations
   3. agency liquor store displays, advertising, point of sale material and event marketing recommendations
   4. development, production and distribution of sales, marketing, and informational publications
   5. consultation and coordination with suppliers and brokers on matters affecting their brands
   6. and development, production and distribution of social responsibility initiatives and compliance.

In this RFP, BABLO has defined a series of objectives, requirements and a proposal evaluation approach that will represent its best interests in conformance with Maine law.

The Successful Bidder will be acting in the capacity of an agent of the State with respect to the collection of and the payment of certain amounts when due. In all other respects relating to the services under this RFP, the Successful Bidder will act as an independent contractor.

The Successful Bidder of this RFP is expected to enter into a written agreement (“Contract”) with BABLO within thirty (30) business days after notice of award identifying it as the Successful Bidder and the Contract will be for ten (10) years, with an option for the Bureau to renew for up to an additional three (3) years.

The Successful Bidder must be capable of supporting the current network of agency liquor stores, suppliers, brokers and BABLO. Additionally, the Successful Bidder of this RFP must be able to support the growth of agency liquor stores and the spirits business, generally, during the life of the Contract.

A Bidder must acknowledge and affirm that it recognizes that it has an obligation, as the Successful Bidder of this RFP selected to manage and operate the State's Wholesale Liquor Business (“the Business”), to manage and operate the business in a manner consistent with applicable law, including regulations adopted by BABLO and other State agencies regarding advertising, marketing, pricing, and distribution of spirits. The Successful Bidder further recognizes that the State, acting through the Bureau, has an obligation and is committed to assuring that the interests of suppliers, agency liquor stores, spirits industry stakeholders, and the people of the State of Maine are protected against unlawful dealing by the Successful Bidder in its management and operation of the Business and the Successful Bidder shall act in a responsible manner in its operation and trade marketing of the Business.

Bidders must describe in their proposals what internal policies they will create to promote fairness and high quality in the delivery of services that must not conflict with its obligations under this RFP and the operation of the Business. Within thirty (30) days after the Contract is executed, the Successful Bidder must present the internal policies as required by this section to the Bureau for approval.

**BABLO Objectives**

BABLO has the following objectives for issuing this RFP and entering into a contract for the implementation and operation of the spirits administration including warehousing and distribution of spirits to agency liquor stores and for spirits trade marketing:

1. Obtain services for spirits administration including warehousing and distribution of spirits to agency liquor stores;
2. Obtain services for bottle redemption of spirit beverage containers;
3. Obtain a system that is sufficiently flexible to meet the evolving requirements of the spirits industry in Maine;
4. Implement all proposed systems and services by the agreed-upon date;
5. Obtain services for spirits trade marketing;
6. Ensure that all services required under the RFP are delivered in a timely manner;
7. Maximize net proceeds from the sale of spirits for the State of Maine; and
8. Manage effectively, the beverage alcohol industry relating to spirits to ensure responsible business practices and create a favorable economic climate, while prohibiting sales to minors.

**Explanation of Future Sales and Profit Forecasts**

**Appendix J** is the sales data for the past ten years. **Appendix I** is a ten-year forecast for the spirits business in Maine which is the basis for this RFP and represents BABLO’s financial bottom-line profit targets for the ten-year contract period. Bidders should consider this forecast above the gross profit line as directional-only because these figures will be periodically adjusted to reflect current experience and new business plans. In other words, bidders should view these figures as planning guidelines, in developing their RFP cost submissions.

Bidders are strongly encouraged to submit as part of their proposals ideas to achieve superior business results. BABLO intends to use plans submitted by the Successful Bidder to improve business performance and continuously update the forecast. **Appendix I** is not a guarantee of future performance.

Within **Appendix I**, the gross sales line is net of all price discounts which are assumed here to be consistent with recent history. Cost of goods sold is also assumed to be consistent with recent history.

**BABLO Vision and Goals for Spirits Trade Marketing**

BABLO’s vision for this important area of the spirits business, and therefore for the Successful Bidder of this RFP, is as follows:

1. To be seen by our peers as a superbly managed control state spirits business; and
2. To be a source of pride to the Executive and Legislatives branches of government because we consistently demonstrate socially responsible business practices, deliver superior service to our agency liquor store partners, meet financial targets in a transparent manner and execute innovative trade marketing programs to achieve responsible growth.

BABLO’s goal is to achieve the highest level of customer service and positive rapport with agency liquor stores to optimize spirits sales. BABLO does not employ its own support staff for agency liquor stores. Therefore, it is critical for the Successful Bidder to develop and foster a strong partnership with agency liquor stores.

**B. General Provisions**

* 1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/State employee is empowered to make binding statements regarding the RFP. For Bidders currently doing business with BABLO, any communication regarding this RFP is prohibited except as provided for in this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
  2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
  3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
  4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
  5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
  6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
  7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.).
  8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
  9. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.

**C. Eligibility to Submit Bids**

All Bidders must be incorporated or formed in Maine or registered to do business in the State of Maine and must be in good standing with the Office of the Secretary of State at all times during the term of any contract awarded as a result of this RFP.

**D. Contract Term**

The Department is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may agree to a single extension of the existing terms of the contract for a period of no more than three (3) years following the end of the original contract term, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance | July 1, 2024 | June 30, 2034 |
| Renewal Period #1 | July 1, 2034 | June 30, 2037 |

**E. Number of Awards**

The Department anticipates making one (1) award as a result of the RFP process.

**PART II** **SCOPE OF SERVICES TO BE PROVIDED**

1. **Specifications of Systems and Services**

This section describes the systems and services specifications for spirits administration and the information required by PL 2021, Chapter 592 which includes warehousing and distribution of spirits to agency liquor stores and bottle redemption services for spirit beverage containers.

1. **General Requirements**
2. Bidder must have adequate transportation and distribution capabilities to transport to agency liquor stores
   1. Must provide minimum of 2 deliveries per week per store
3. Bidder must have an operational warehouse system that has adequate capacity and ability to expand over the course of the contract to meet all business needs
4. Bidder must have technology in place that will allow for:
   1. Processing orders and invoices, including any enhanced minimum or maximum ordering requirements and split-case restrictions
   2. Ability to show pending sales/receiving
   3. Inventory management
   4. Sales data analysis and reporting
   5. Permission-based access for multiple users
5. Bidder must provide an affirmative statement that neither the bidder nor any principal officers, nor any affiliated entity has a direct financial interest in any business or entity in the State of Maine or any other state for the manufacture of spirits, other than a minor investment of not more than 1% of the securities of a business entity that holds such a license or permit that would adversely affect its ability to exercise its full business capabilities and resources to:
   1. Optimize spirit sales
   2. Achieve a high level of customer service and rapport, and
   3. Maximize responsible growth in revenues and profits for the spirits business in the State of Maine.
6. Bidder, including any principal officer of the bidder and any named subcontractor must disclose if they have violated any state or federal law or rule governing the manufacture, distribution or sale of spirits.
7. Bidder’s system(s) must be flexible, expandable, and customized to suit the business needs and rules of BABLO, agency liquor stores, suppliers and brokers.
8. Bidder must confirm that all facilities and services offered meet all OSHA safety standards required.

1. **Spirits Administration Staffing**

**Implementation and Conversion Staff.**

Bidder shall provide an organization chart including names of **management, supervisory, and key technical personnel** who will be active in the implementation and conversion of the System.

There shall be a dedicated technical project manager assigned to the implementation project who would then need to be on-site during acceptance testing and conversion of the data from the existing vendor.

Bidder must indicate what specific Contract function(s) staff will perform and how long it is anticipated they will be engaged.

For staff not yet identified, the Proposal shall identify and quantify them by title.

**Ongoing Operations Staff.**

Bidder shall provide brief position descriptions and an organization chart including names of **management, supervisory, and key technical personnel** who are expected to be active in the on-going operation of the System and services required under this RFP.

For staff not yet identified, the Proposal shall identify and quantify them by title, role or responsibility.

Senior staffing must be included in the Proposal. These roles may include, but are not limited to:

1. General Management;
2. Financial Management;
3. Administration
4. Logistics, which includes warehousing and distribution; and
5. Information Technology.
6. Accounts receivables and payables;
7. Customer Service;
8. Warehouse staffing for order system management, inventory management, order fulfillment and delivery; and
9. Database administration and report creation.

The prior positions must be:

Full-time,

Solely dedicated to any Contract awarded as a result of this RFP,

No one individual can be assigned to more than one of these functions, and

Anyone identified as sales staff must be able to physically travel to and service locations in Maine.

1. **Agency Liquor Store Contact**
   * + 1. **The Successful Bidder must provide communication with agency liquor stores of all types and sizes, including, but not limited to:**
          1. **Notification of deliveries,**
          2. **Notice of newly listed products,**
          3. **Monthly sale pricing,**
          4. **Quarterly price changes,**
          5. **Stock outages,**
          6. **Product recall,**
          7. **System changes or updates, and**
          8. **Allocation of product in short supply.**
       2. **The Successful Bidder** are expected to achieve the highest level of customer service and positive rapport with agency liquor stores in order to optimize spirits sales.
       3. **The Successful Bidder must abide by any applicable laws and regulations regarding equitable treatment of agency liquor stores with regard to:**
          1. **Product delivery and educational outreach,**
          2. **Inventory,**
          3. **Marketing,**
          4. **Sales promotion,**
          5. **Seasonal product distribution, and**
          6. **Sales support opportunities.**
       4. **The Successful Bidder must provide** an agency liquor store telephone “hotline” and other electronic methods, including but not limited to email to be used to contact the Successful Bidder regarding:
          1. Concerns, questions or problems regarding spirits generally,
          2. Pricing issues; and
          3. Orders and warehouse inventory.
       5. This “hotline” must be responded to in a professional and timely manner.
       6. Under ordinary operational circumstances, ninety percent (90%) of agency liquor store calls must be answered in three (3) minutes.
       7. The Successful Bidder must provide a system to track hotline calls.
          1. **The Successful Bidder must provide** a system to report information, responses and outcomes of hotline calls.
2. **Supplier or Supplier’s Representative Contact**
3. **The Successful Bidder must provide equitable treatment to the suppliers and suppliers’ representatives regarding the receipt, storage, storage space and ancillary services for product stored at the warehouse of the Successful Bidder.**
4. **The Successful Bidder must abide by any applicable laws and regulations regarding equitable treatment of suppliers and suppliers’ representatives.**
5. **Facilities**
6. The Successful Bidder must have a business office and warehouse in Maine.
   1. This is to help facilitate mandatory, in-person weekly meetings with BABLO staff
7. The warehouse need not be in Augusta, but its location(s) must be approved by BABLO.
   1. The location of the primary warehouse must be withing 30 miles of the main BABLO offices at 19 Union Street, Augusta, Maine.
   2. Additional satellite warehouses may be proposed and implemented, but the primary warehouse must be the location where all shipments are initially sent.
8. The Review Team may conduct site visits of the proposed locations for warehouse space.
   1. The RFP Coordinator will work with the Bidders to determine the time of such site visits during the proposal review period.
9. **Spirits Business System**
10. The Successful Bidder must provide a real time, permissions-based system (System) for BABLO, brokers, suppliers and agency liquor stores to support the spirits business in Maine.
11. The System must be accessible via a secure web-based platform or in a manner approved by BABLO.
12. BABLO shall work with the Successful Bidder to define user level permissions.
13. The System must have a real-time reporting tool that allows all users to access information from the System, based on their permission level, to meet their needs.
14. BABLO shall work with the Successful Bidder to define all standard reports within the System and the frequency of the reporting.
15. The reporting tool feature of the System must be user friendly and adaptable to meet the needs of the industry.
16. All proposed system components provided by the Successful Bidder must have been delivered, installed, implemented, through BABLO acceptance testing, and be ready to be operational by the agreed-upon schedule, but no later than the date that services under this RFP will commence.
17. In addition, communications and networking capabilities must be operational at the time services under this RFP will commence.
18. The Successful Bidder must provide and implement a quality assurance test plan that must meet the review and sign off of BABLO or an independent assessment from an independent third party of BABLO’s choosing.
19. **Spirits Business System Requirements**
20. BABLO expects to consume the “System” as Software as a Service (SaaS).
21. The part of the System to list, change or delist any product must be available at the time of implementation or, if approved by BABLO, at a time as negotiated at the time of the Contract.
22. The System must be able to accommodate and manage product changes as described under paragraph E under this section.
23. BABLO utilizes the web-based Price Quote Reporting System (PQRS) provided by NABCA to list new products and to make changes to existing products.
    1. The proposed system must have the capability to interface with PQRS.
24. The proposed System must be able to handle multiple users at the same time without performance degradation.
25. Bidders can propose additional features and these additional features should be noted as such in the proposal.
26. The System must, at a minimum meet these requirements as follows:
    1. **System Permissions**
       1. BABLO;
       2. Successful Bidder;
       3. Broker;

By Supplier; and

By Product

* + 1. Supplier;
       - 1. By Broker; and
         2. By Product; and
    2. Agency Liquor Store.
  1. **Agency Liquor Store Accounts;**
     1. New;
     2. Changes;
     3. Closures;
     4. Access to pricing, shelf tags, digital assets and other point of sale materials;
     5. Standard gross profit/incentive programs for individual agents; and
     6. Invoicing.
  2. **Agent Ordering;**
     1. Method(s) of ordering;
     2. Order status;
     3. Order restriction capability;
     4. Product allocation;
     5. Out of stock notification;
     6. Out of stock ordering alternative; and
     7. Notification of out of stock replenishment.
  3. **Inventory Management;**
     1. Product status:
        1. From supplier to warehouse;
        2. In warehouse;
        3. From warehouse to agency liquor store;
        4. Ordered and pending;
        5. Ordered, but out of stock; and
        6. Out of stock;
     2. Inventory forecasting together with brokers/suppliers to prevent out of stocks.
  4. **Product Management;**
     1. New Product Listing, which must have the capability to interface with the electronic Price Quote Reporting System (PQRS);
     2. Product Description, which must use a minimum of 40 characters;
     3. Pricing calculator based on BABLO’s current pricing formula;
     4. Product Delisting;
     5. Product Status and Maintenance; and
     6. Product Changes, with corresponding history, for:
        + 1. Code changes;
          2. Pack changes;
          3. UPC changes;
          4. Name changes;
          5. Proof changes; and
          6. Any other changes made on standard quote sheet.
  5. **Pricing Management;**
     1. New Product listing which includes initial total invoice cost, retail cost, agent cost, and calculated premium tax;
     2. Quarterly price changes, which must interface with PQRS, to include total invoice cost, retail cost and agent cost;
     3. Monthly special pricing to include supplier offers, state matching offers, retail and agent sale price amounts and state profit;
     4. Management of supplier depletion allowances;
     5. Product changes that impact the premium tax calculation throughout the life of each SKU; and
     6. Any other changes that impact product pricing and the pricing formula.
  6. **Agent Charges; and**
     1. Agent cost calculation;
     2. New;
     3. Quarterly retail price changes; and
     4. Monthly retail price specials.
     5. Monthly Bottle Transfer Reporting for Maine Distillers for sales from retail area.
  7. **Standard Reporting and Analysis**
     1. All reports may be required to be presented in actual cases, converted to 9 liter cases and/or wholesale revenue.
     2. The Successful Bidder will be required to be proficient in the use of the NABCA reporting system.
     3. Ad hoc reporting on all data elements must be available and described. Data elements and necessary reports are as follows:
        1. Product information (data from quote sheets, etc.);
        2. Sales;
        3. Sales by brand;
        4. Sales by SKU;
        5. Sales by category;
        6. Sale trends;
        7. Sales by Agency Liquor Store;
        8. Sales by county
        9. Sales by Broker;
        10. Sales by Supplier;
        11. Sales comparisons by date, range of date, SKU, category or brand;
        12. Current year sales comparisons against previous year;
        13. Promotional retail prices for current and past time periods and the effect on state profit;
        14. Quarterly comparisons to other control jurisdictions for pricing and COGS;
        15. Standard Gross profit/Incentive programs for individual agents;
        16. Product distributed from warehouse by supplier;
        17. Order fill rate;
        18. Financial reports provided monthly, quarterly, annually or as needed by BABLO that include:
            1. Profit and Loss statements;
            2. Factors contributing to growth or decline;
            3. Cost of goods sold with details of all elements of this cost;
            4. Reconciliation report for sales, accounts receivables and accounts payable from the previous month on the first business day on each month after the start of the Contract awarded;
            5. A detailed, subsidiary listing of accounts receivable and related aging report monthly;
            6. Sales before any discounts;
            7. Sales after discounts with details showing supplier depletions offers and state matching offers;
            8. Promotion pricing impacts and comparison to State spend;
            9. Premium tax collection and distribution;
            10. Gross profit to the State by case and bottle;
            11. Bailment;

1. By total bailment costs charged to suppliers; and
2. By supplier including the cost of each bailment service.
   * + - 1. Bottle redemption; and
         2. Fiscal and/or operational impact of legislative proposals affecting the spirits business
       1. Inventory;
          1. In transit from supplier;
          2. In warehouse;
          3. Orders committed;
          4. In transit to agents;
          5. Forecasting of inventory for brokers/suppliers;
          6. Out of stock by SKU;
          7. Out of stock trends; and
          8. Daily warehouse activity reports to NABCA.
3. **Product Pricing Management**
   * + 1. **BABLO has the statutory authority to regulate the wholesale and retail price for all products sold in the State.**
       2. **BABLO also has the statutory authority through rule-making to create special retail pricing and to change retail pricing with the approval of the State Liquor and Lottery Commission (Commission).**
       3. **BABLO currently uses a pricing formula to set the retail prices of spirits.**
       4. **Pricing formula calculation example and category markups are provided as Appendix L.**
       5. **BABLO reviews:** 
          1. **New products for monthly listing by the Commission;**
          2. **Monthly requests from suppliers to adjust price for special pricing;**
          3. **Requests from suppliers on quarterly price changes; and**
          4. **May review and make changes to retail pricing on all products quarterly or as allowed under rules promulgated by BABLO.**
       6. **Unless authorized in writing by BABLO, the Successful Bidder is not authorized to communicate with suppliers on pricing matters.**
       7. **The Successful Bidder has no authority to alter the pricing set by BABLO and the Commission.**
       8. **BABLO and the Successful Bidder will establish protocols for sharing information about new products, monthly special pricing and quarterly price changes.**
       9. **The Successful Bidder will track all products and price changes through the Spirits Business System as described in this RFP.**
       10. **The Successful Bidder must provide to Industry the list of prices of all products and update the list on a quarterly basis or as requested by BABLO, and identify all products that are being offered at a special price each month.**
       11. **To meet this requirement, Bidders must propose a process to:**
4. **Provide electronically and in printed form, the current price list of all products listed by the Commission. The price list must include the name of the supplier, state code, description, size, pack size, retail price and agent price;**
5. **Post for agency liquor stores, suppliers and suppliers’ representatives, the price list on a website accessible to these constituents;**
6. **Provide electronically and in printed form, the monthly special retail pricing list. The monthly special retail pricing list must include the UPC, state code, description, size, pack size, regular retail price, special retail price for the given month and agent cost;**
7. **Post for agency liquor stores, suppliers, suppliers’ representatives and consumers, the monthly special retail pricing list on a website accessible to these constituents;**
8. **Price lists for all constituents except retail consumers must be readily available in a format that is downloadable to other databases; and**
9. **Provide a pricing calculator accessible to BABLO, brokers and suppliers that allows transparency in the calculation. The calculator must have the ability to be updated to reflect any modifications to the pricing formula.**
10. **Operations Services**
11. The Successful Bidder must provide operations services for the System.
12. These duties shall include:
    1. Start-up and shutdown tasks,
    2. System recovery,
    3. Monitoring,
    4. System access,
    5. Report generation,
    6. File backups, and
    7. Various operational procedures to enable the correct operation of the System.

1. **Training Programs, Initial and On-Going**
2. The Successful Bidder must provide training for Industry in the use of the System, both for start-up and for the term of the Contract awarded as a result of this RFP.
3. Training programs must include:
   1. Materials,
   2. Facilities,
   3. Staff,
   4. All necessary sessions, and
   5. Scheduling.
4. To support System start-up, the Successful Bidder must provide initial hands-on group instruction at locations convenient to agency liquor stores and approved by BABLO.
   1. The Successful Bidder shall continue to supply agency liquor store training for the term of the Contract as needed or requested by BABLO.
   2. On-going training must be at locations defined by the Successful Bidder and approved by BABLO.
   3. The Successful Bidder is required to use trained facilitators to conduct both the initial and on-going training services.
5. **Suppliers and Suppliers’ Representatives.** To support the System start-up, the Successful Bidder must provide hands-on group instruction at a convenient location in Augusta, Maine, or as approved by BABLO.
   1. The Successful Bidder must provide up to 3 training dates for initial training for Suppliers and Suppliers’ Representatives and on-going as needed to provide instruction on changes to the System.
6. **BABLO.** The Successful Bidder must provide training for BABLO, at BABLO’s office, or appropriate venues as approved by BABLO.
   1. Training for BABLO must include all aspects of System usage.
7. **System User Documentation**
8. A quick reference guide on the correct use of the System is required specific to the user group such as BABLO, suppliers/suppliers’ representatives and agency liquor stores.
   1. The guide must contain, at a minimum, information and instructions specific to the user group, including but not limited to:
      1. Managing user account;
      2. Managing orders;
      3. Managing inventory;
      4. Managing products; and
      5. Managing pricing.
9. The Successful Bidder shall update the training materials and any user documentation with each change in the System or procedural change.
   1. The format must be approved by BABLO.
   2. Copies shall be supplied to all impacted users one (1) week prior to the System or procedural change.
10. The Successful Bidder must provide supplementary video or graphical training and documentation directly through the internet-based System.

1. **Other Host and Network Equipment Maintenance**

The application will be remotely hosted by the Successful Bidder or a certified partner thereof and consumed as a service by Industry.

**TECHNICAL REQUIREMENTS FOR SaaS PRODUCTS**

MaineIT expects all I.T. products to comply with the entire suite of I.T. policies ([https://www.maine.gov/oit/policies-standards](https://www.maine.gov/oit/policies-standards.)) Special attention must be paid to the following policies/procedures:

1. [General Architecture Principles](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fgeneral-architecture-principles_1.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=ApKImh1cve9O2tVG2cG2BBBP2jMIyxhEiAdllY19CzU%3D&reserved=0)
2. [System and Services Acquisition Policy and Procedures (SA-1)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fsystem-services-acquisition-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=0kcdNH%2FOaytbcH8FJBMr5WiZ5fPM%2BpYFKB1H0YhHoT4%3D&reserved=0)
3. [Application Deployment Certification Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fapplication-deployment-certification_0.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=ImIR9z4lZMAZd3Js5vEgoK3i0Zh63ceVevXV9n0wW3U%3D&reserved=0)
4. [Digital Accessibility and Usability Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fdigital-accessibility-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=G%2Bg%2FvjB8j0OSSoJTUEB8LvjpKnDixi4oYXUvVm20O3k%3D&reserved=0)
5. [Remote Hosting Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fremote-hosting-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=s%2Fh4MCdpiCVnh72Pzc%2FRA5U6BK4K%2FUfgucvU6lg%2BQpE%3D&reserved=0)
6. [Data Exchange policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fdata-exchange-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=5Q0VRIRCQTj2k9uwNWawLZMm%2BMqa6D739HyIjr24N%2BI%3D&reserved=0)
7. [Information Security Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Finformation-security-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=Epiij3IPqcHR9cybX6eX7E%2Fq%2B53im5v1OHS1%2BzV4tsU%3D&reserved=0)
8. [Access Control Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Faccess-control-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=%2BI3wYM%2Fli1%2BYv48gnxz%2FVx017RzOPprNi6awoOF4flk%3D&reserved=0)
9. [Access Control Procedures for Users](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Faccess-control-procedures-for-users.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=FaMuZx%2BS5VWC9yRcful5z3JU0M5LRR65nRnU4bPQdu0%3D&reserved=0)
10. [Risk Assessment policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Frisk-assessment-policy-procedure.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=mDLvFOmO1nGEzX1uWsFKFiOjLs%2FeeqdEShMAbjCQpQM%3D&reserved=0)
11. [Vulnerability Scanning Procedure](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fvulnerablity-scanning-procedure.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=fbqQeerpb%2Fwrufu82AXRFrT8oTu1cli1Ym%2BoDRFIL6k%3D&reserved=0)
12. [Security Assessment and Authorization Policy](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/SecurityAssessmentAuthorizationPolicy.pdf)
13. [System and Information Integrity Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fsystem-information-integrity-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=RW15TlAUtBCYsgXU8gMjfpVLCgpSXjwaRN0HPPDRvXU%3D&reserved=0)
14. [Configuration Management Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2Fconfiguration-management-policy.pdf&data=04%7C01%7CPatrick.J.Williams%40maine.gov%7Ce1dfbce4c21a4865da7e08d9fbaa1d6c%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C637817530325341336%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=qoVe5EtUDrz4eyoSwJKDxs5K0Jwi5TC9ablTwXM85kI%3D&reserved=0)
15. [Business Continuity and Disaster Recovery Policy](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/BusinessContinuityDisasterRecoveryPolicy.pdf)

In addition to the documents listed above, the Successful Bidder is further required to explain and demonstrate how the System will achieve the NIST 800-53 Rev 5 for the remaining security and privacy control families to a security baseline appropriate to the impact level of the data as determined by the agency:

1. Physical and Environmental Protection;
2. Awareness and Training;
3. Planning;
4. Audit and Accountability;
5. Assessment, Authorization, and Monitoring;
6. Personnel Security;
7. PII Processing and Transparency;
8. Contingency Planning;
9. Identification and Authentication;
10. Incident Response;
11. System and Communications Protection;
12. Maintenance;
13. Media Protection; and
14. Supply Chain Risk Management to a security baseline appropriate to the impact level of the data as determined by the agency.
15. **Technical Support Services**

Timely and committed fulfillment of BABLO requests for System support and changes is a requirement. Systems and software engineering support services for System management, System error correction, changes to Maine law and BABLO’s rules and requirements will be implemented by the Successful Bidder, including:

1. **Software Support.** The Successful Bidder must provide software and systems engineering support for System changes.
   1. The Successful Bidder must supply upgrades on at least a semi-annual basis or as needed to comply with a specific request by BABLO and the periodic releases must be capable of including multiple administrative improvements to the System.
2. **Quality Assurance and Acceptance Testing.** The Successful Bidder must provide a Quality Assurance capability and support for BABLO’s internal acceptance testing.
3. **Shared Records for Change Management for the System.** In fulfillment of joint responsibilities between the Successful Bidder and BABLO to make System changes in a timely and correct manner, the Successful Bidder must provide shared access to change requests and change tracking.
4. **Licensing Record Exchange.** As a specified option, Bidders must propose an electronic transfer mechanism that will integrate with the BABLO Licensing System for the transfer of information between the Bidder’s system and the BABLO Licensing System. The cost for this option must be priced separately and will not be scored for the purpose of determining the award.

1. **Operations Security Plan**

The Successful Bidder must submit to BABLO a SOC 2 Type 2 report (subject to all five Trust Services Principles), annually with all Critical & High findings remediated in a manner that is approved by BABLO.

1. **Electronic Media, Computer Room Supplies**

The Successful Bidder shall supply all electronic media items, including, but not limited to, printers, printer paper, toner cartridges, pre-printed forms and supplies needed to operate the System, at all sites of the Successful Bidder.

1. **Financial Administration**
   1. The Successful Bidder will be responsible for all financial aspects of the spirits business.
   2. The Successful Bidder’s financial management system (and ordering system if separate from the financial management system) must operate based on generally accepted accounting principles.
   3. The Successful Bidder must make available, for inspection by BABLO or its representatives, the systems and all financial and accounting records pertinent to the operation of the spirits business under this RFP.
   4. **The financial accounting and ordering system of the Successful Bidder will be subject to audit by the State or contracted audit firms on behalf of the State.**
2. Bidders must provide a financial management system that includes, but is not limited to:
3. Accounts receivable and payable for agency liquor stores, including but not limited to:
   * 1. Purchases at everyday wholesale prices;
     2. Purchases at monthly special wholesale prices;
     3. Bottle redemption;
     4. Errors;
     5. Credits for recalled products;
     6. Credits for damaged product in shipping from warehouse; and
     7. Any incentive program approved by BABLO.
4. Accounts receivable and payable for suppliers, including but not limited to:
   * 1. Sales at regular FOB;
     2. Management of depletion allowances;
     3. Net sales after supplier discounts;
     4. Small Maine distiller sales from distillery retail spaces/tasting rooms, as reported monthly;
     5. Errors;
     6. Charges for recalled products including any costs associated with picking up recalled products at retail, destruction of product and credit given to agency liquor stores;
     7. Charges for damaged products delivered to the warehouse;
     8. Charges for transfer of products from the warehouse;
     9. Charges for destruction of products;
     10. Charges for warehouse charges, other than bailment;
     11. Credits, generally; and
     12. Bailment charges.
5. Accounts receivable and payable for bottle redemption services; and
6. Accounts receivable and payable for premium taxes collection.
7. **Flow of Accounts Receivable and Accounts Payable**

**The Successful Bidder must maintain records of all deposits and payments.** The Department has established a Net Receipts Clearing Account for depositing all accounts receivable and distributing funds for accounts payable. All Bidders must acknowledge that they understand and will comply with all of the following:

* + 1. All receivables from the warehousing, distribution and sale of spirits will be funds or property of the State.
    2. Funds collected must be deposited in the Net Receipts Clearing Account;
    3. The Successful Bidder, in its accounts receivable/accounts payable capacity, shall be acting solely as agent of the State, and not in its individual capacity;
    4. The Successful Bidder shall be prohibited from commingling funds and financial activity as agent of the State pursuant to the Administration Agreement with any other funds and financial activity of the Successful Bidder in its individual or other capacity;
    5. The Successful Bidder shall have no rights of offset or other pecuniary interest in the Net Receipts Clearing Account or the receipts collected for deposit therein;
    6. Payments received in connection with liquor sales may be wired by the payor (agency liquor store) directly into the Net Receipts Clearing Account, and checks from payors (agency liquor stores) for such sales delivered into the possession of the Successful Bidder will be deposited directly into the Net Receipts Clearing Account.
    7. Deposits into the Net Receipts Clearing Account shall be required to be made by the Successful Bidder within one (1) business day following receipt;
    8. The Successful Bidder may have the right, acting as agent of the State, to request the custodian of the Net Receipts Clearing Account make payments to suppliers to whom payments are due.
    9. The Successful Bidder shall not have access to funds in the Net Receipts Clearing Account for compensation to which it is entitled, or for making direct payment of invoices payable from receipts of the liquor operations.
    10. The Successful Bidder may directly pay invoices payable from receipts of the liquor operations with its own funds, in which case it may submit an invoice to the Department for reimbursement from the Net Receipts Clearing Account.
    11. The Successful Bidder and BABLO shall each be entitled to receive reports of all deposits to and payments from the Net Receipts Clearing Account.
    12. The Department shall pay to the Successful Bidder, the amounts to which the Successful Bidder is entitled to as a result of the Contract awarded as a result of this RFP (including reimbursement for payments made from the own funds of the Successful Bidder), from the Net Receipts Clearing Account.
    13. The Department will have the right to audit the Net Receipts Clearing Account.

1. **Payments to Suppliers for Product**
2. The Successful Bidder must provide each supplier with a purchase order at a minimum of once per month that shows product distributed from the warehouse. The purchase order must include:
   1. An itemized list by SKU of each of the supplier’s product(s) that were distributed from the warehouse; and

b. The FOB price and any and all discounts offered by the supplier to BABLO for each SKU on the itemized list described in this section;

1. Upon receipt of the purchase order as described in paragraph A, the supplier must invoice the Successful Bidder; and
2. Upon receipt of the invoice from the supplier, the Successful Bidder must pay any invoices based on terms agreed upon between the Successful Bidder and suppliers.
3. The Successful Bidder is solely responsible for payments to suppliers as Agent of the State.
4. **Payments from Agency Liquor Stores**
   * + 1. **Agency liquor stores must be invoiced by the Successful Bidder no sooner than the day of order delivery and no later than three (3) business days after delivery.**
       2. **Agency liquor stores must pay the Successful Bidder for product as required by law which is currently within three (3) business days of receipt of product and receipt of valid invoice.**
       3. **Small Maine distilleries may transfer product from their bonded area and sell directly to consumers at up to 2 additional locations licensed under** [28-A MRS §1355-A (5) (B) (3)](https://www.mainelegislature.org/legis/statutes/28-A/title28-Asec1355-A.html)**.**
       4. **Sales must be tracked by the distillery and reported by the 15th of each month for the previous month.**
       5. **The Successful Bidder must have a process for accepting the transfer reports for payment and billing to certain small Maine distilleries that have an off-premises retail license.**
       6. **The Successful Bidder will be responsible for all collection and risk associated with payments from agency liquor stores.**
       7. **The Successful Bidder must closely monitor all accounts for delinquencies and comply with all statutory requirements for the indebtedness of any person for liquor.**
       8. **The Successful Bidder must report quarterly or as necessary as determined by BABLO on its activities related to delinquencies of accounts.**
       9. **All payments received by the Successful Bidder from agency liquor stores under this section must be deposited into the Net Receipts Clearing Account established by the Department as required by this RFP.**
       10. **Currently, all payments received from Agency Liquor Stores are received by electronic transfer.**
       11. The Successful Bidder must have the capability to automatically sweep agency liquor store accounts for payment of product.
5. **Payment of Contract Costs**
   * + - 1. **Starting on August 1, 2024 (or on the first business day at the close of the first month of business, whichever comes first) and on the first business day of each month thereafter for the term of the Contract awarded as a result of this RFP, the Successful Bidder must submit an electronic reconciliation report of the month’s sales, accounts receivable and accounts payable to the Department for review.**
         2. **Once the Department has completed its review and determines the reconciliation report to be correct, the Department will initiate payment under the terms of the Contract awarded within 10 days to the account established by the Successful Bidder to receive such payment.**
6. **Payment of Taxes to BABLO**

**The Successful Bidder will be responsible for calculating and paying any and all taxes imposed on product sold to agency liquor stores as required by law.**

**At the time of the release of this RFP, the only tax currently applicable to the sale of product under this RFP is the premium tax imposed by 28-A MRSA § 1703 (3) (D).**

**The Successful Bidder must pay premium taxes to BABLO on product sold to agency liquor stores during the previous month on the tenth (10th) business day of the following month.**

**The Successful Bidder agrees to calculate premium taxes daily on all products shipped and delivered and to carry out the calculations and obligations of this section of this RFP.**

**The Successful Bidder must monitor, calculate and apply as appropriate, premium tax amounts per SKU based on product received in the Successful Bidder’s warehouse.**

1. **Warehousing and Distribution**

**The Successful Bidder must provide warehouse space and staff to maintain sufficient product inventory and to prepare and process orders.**

**Bidders must provide a detailed plan for transportation, delivery and staff to deliver product and provide services to service agency liquor stores as defined in this section.**

This plan must include a detailed floor plan identifying locations for product, bottle pick, shipping capacity and receiving **capacity** and other key locations within the facility.

**For shipping and receiving capacity, bidders must provide detailed description of this function to ensure that product can be shipped to agency liquor stores and inventory can be received from suppliers so that backlogs in either delivery or receiving do not occur at the shipping and receiving location(s).**

**Bidders must provide size specifications of the warehouse capacity.**

**Appendix G describes the case volume of product by SKU sold for the past five (5) fiscal years and Appendix O describes the sales by each agency liquor store for fiscal year 2023.**

**To better define the warehouse space needed, Bidders should use as a guide the current volume of actual cases sold (see Appendix P for sales by cases and revenue for the last 5 years) plus a growth factor of a minimum of 3% per year to determine needed capacity for the term of the Contract.**

**Bidders must define expectations for staffing, mitigating out of stock situations, all security measures to be employed, and the plan for operation including days, hours, fire and other natural disaster protection, and management approach.**

**Bidders must define at least one (1) warehouse, from which agency store deliveries are made, that must be within the State of Maine and approved by BABLO.**

**BABLO reserves the right to inspect the Successful Bidder’s facility or facilities with reasonable notice throughout the life of the Contract.**

1. **Warehouse General Requirements**

All activities and facilities on the Successful Bidder’s warehouse premises must comply with relevant federal, state, and local regulations.

The Successful Bidder’s warehouse facilities must at all times be kept at a temperature range suitable for the long-term storage of alcoholic beverage, without spoilage.

Generally, the minimum temperature of any product shall be 45 degrees Fahrenheit and the maximum temperature of any product 85 degrees Fahrenheit.

BABLO and/or the Supplier may require a different storage temperature range for any specific product.

Product awaiting delivery, i.e. product under the control of the Successful Bidder must not be stored in unhoused trailers for a period sufficient to allow an unsuitable storage temperature to develop.

Except when directed to the contrary by a Supplier or BABLO, product must be distributed on a “First in/First out” basis to prevent improper aging.

To ensure security and minimize freezing during the winter, the Successful Bidder must at all times have sufficient shipping, receiving, docking and storage capacities to promptly unload incoming road traffic typically within two (2) hours after physical arrival on the Warehouse premises during normal business hours.

The Successful Bidder must effectively handle product arriving in industry-standard packaging.

BABLO will provide a yearly timetable of holidays, but may require the Successful Bidder to provide warehouse-services outside the usual warehouse hours.

Bidders are encouraged to propose alternatives that will reduce the time necessary to fill an order once it has been received.

The Successful Bidder must submit a schedule, listing hours of operation.

During peak periods, the Successful Bidder must agree to a reasonable expansion of hours, at the discretion of BABLO.

1. **Access**

The majority of product movement will be by tractor-trailer, but a wide variety of vehicles ranging from fixed-bed trucks to vans, and even private automobiles, may need to be adequately accommodated to support the business.

The Successful Bidder must accommodate substantial traffic flow to and from the warehouse facility.

Access to all loading/unloading bays or truck docks shall be on a paved surface such as tar or an equivalent approved material of adequate load capacity, and in good repair.

At no time, including the processes of docking and turning, must it be necessary for incoming or outgoing vehicles to leave the paved area.

All access roads to the proposed warehouse are required to be paved and approved by local authorities to handle the volume and nature of anticipated traffic to and from the warehouse.

1. **Dock and Approach**
   1. It is anticipated, based on current experience, that the volume of deliveries (to and from the docks) by trailer will necessitate warehousing facilities having minimum of twelve (12) docks, half of which should be roofed loading/unloading docks, with locking external doors so that an open trailer can be safely left at the dock during non-business hours.
   2. It is suggested that each of these docks must be raised with an adjustable height feature to safely accommodate different sized trailers of up to thirteen feet six inches (13'6”) in height, fifty-three (53’) feet long, and one-hundred-two inches (102”) wide.
   3. Each dock should have a “level” floor and “level” approach, where “level” is defined as a gradient no greater than would be necessary for proper drainage.
   4. Each dock should have an approach area sufficiently large to allow a vehicle of size equal to the maximum capacity of the dock to maneuver safely and easily even though adjacent docks are in use.
2. **Floor Capacity and Storage Strategy**
3. Bidders must provide adequate space and facility, at full capacity, to isolate product in special statuses, including, but not limited to:
   1. Broken and/or damaged;
   2. Allocated;
   3. Unsaleable status (permanent and/or temporary); and
   4. Carrier returns.
4. The Successful Bidder will be solely responsible for the management and payment/collection of loss related to items A, C and D above.
5. Bidders must specify how they intend to receive, process, inventory, store and load the volume of product expected under the existing volume of sales and into the future.
6. The Warehouse capacity shall be determined on the basis of providing FIFO (First In/First Out) distribution.
7. The Warehouse shall have the capability and capacity to distribute product according to a strategy other than FIFO as required by the BABLO and/or the Supplier.
8. Bidders are encouraged to provide other alternatives to the FIFO method.
9. **Floor Movement Capacity**
   * 1. Bidders must include a list of major equipment which will be used to sustain current sales, storage and delivery and provide for growth for the future.
10. **Security**
    * + 1. Security of the bailment inventory is of primary concern.
        2. It is expected that the Successful Bidder will have adequate equipment and mechanisms to ensure that all doors and windows and other potential means of access to the warehouse; its contents, records of transactions between the Successful Bidder and Suppliers, and administrative control areas are secure and connected to an adequate alarm system.
        3. Motion detectors and/or photo-electric beams and/or, cameras and/or other acceptable mechanisms are expected to protect against intruders entering by other means.
        4. Secure access and egress to/from the warehouse must be maintained and monitored by a competent authority at all times. Secure access is having control over the building relative to access to product where stored to ensure unauthorized access to that area does not occur. At all times, the Successful Bidder must use a security system, electronic or otherwise, to ensure building is secure.
        5. The warehouse(s) of the Successful Bidder must be solely dedicated to the spirits business in Maine or product must be sufficiently segregated and secured from other products not related to the spirits business.
11. **Fire**
    * + - 1. The Successful Bidder’s facilities must be in full compliance with all State and local fire codes, including obtaining all applicable State and Local permits for the operation of the spirits business.
12. **Product Ownership**

**Product delivered to and stored at the Successful Bidder’s warehouse will remain the property of the supplier until an order is shipped from the Successful Bidder’s warehouse.**

**The product shall become the property of the State of Maine at the point of shipment and shall become the property of the agency liquor store licensee upon acceptance of delivery.**

**The Successful Bidder must provide sufficient property insurance to cover inventory at all times to protect the interests of the suppliers and the State.**

**The Successful Bidder shall at no time take legal title to the product.**

1. **Suppliers' Product**

**The Successful Bidder must receive product from each authorized supplier in sufficient quantity and frequency to fill agency liquor store orders.**

**A list of current authorized products by supplier is attached as Appendix H.**

1. **Inventory Control; System Requirements; Allocation**

The Successful Bidder must have a System to control inventory.

The System must be designed to permit review of inventory levels by suppliers, BABLO, and agency liquor stores on a real time basis.

The system must include a mechanism for notification to suppliers and BABLO when inventory is low. BABLO shall have the right to audit the system and to designate other State entities or non-state auditors to conduct audits of the system.

The Successful Bidder shall actively work with suppliers to maintain an adequate and balanced inventory for all products consistent with Successful Bidder’s inventory management plans and anticipated sales needs.

The Successful Bidder must work to ensure that suppliers deliver product in sufficient quantity to enable the Successful Bidder to fill agency liquor store orders.

The Successful Bidder may adopt a policy for the removal of any product de-listed by BABLO and may charge suppliers a fee for the removal of such product.

The policy and fee are subject to prior approval by BABLO.

The System established and maintained by the Successful Bidder must be designed to enable the Successful Bidder to notify suppliers/suppliers’ representatives and agency liquor stores when any product is in short suppl**y and** to allocate product fairly among agency liquor stores.

For product that is allocated by the supplier, the Successful Bidder must have a system to manage limited products and establish and track maximum order limits.

The Successful Bidder must make its best effort to minimize out of stock issues especially during peak selling periods.

1. **Ordering Deadline Requirements**
2. **The Successful Bidder must provide multiple options for agency liquor stores to submit orders for product. The current breakdown of how orders received are as follows:**
   1. **Web/App-based (includes MSI): 80%**
   2. **EDI: 20%**
3. **Bidders are encouraged to provide options for agency liquor store ordering. However, Bidders should consider the most effective and efficient methods that meets the needs of all sizes and geographical locations of the agency liquor store network.**
4. **Bidders must include alternate ordering solutions in the case of an emergency.**
5. **Bidders must provide specific details of the ordering methodologies they will employ during the term of the contract.**
6. **Any web-based ordering system of the Successful Bidder must be available on a 24/7 and 365 day basis, excluding any reasonably necessary system downtime, not to exceed 8 consecutive hours.**
7. **The Successful Bidder must allow agency liquor stores to place orders until 9:00 P.M. two (2) business days before the agency liquor store's designated delivery day.**
8. **Minimum Order Size and Delivery**

**The Successful Bidder must make available a minimum of two (2) deliveries of product per week for each agency liquor store.**

**If an agency liquor store does not require 2 deliveries per week, there is no minimum order requirement.**

**Each agency liquor store must order a minimum order amount for the first delivery in any week of $1,500.00 (“Minimum First Delivery”) in order to qualify for a second delivery, as long as the second order is for a minimum $1,500.00 in product.**

The Successful bidder must guarantee designated delivery days and times for all agency liquor stores**.**

**Notwithstanding the minimum order requirements in this section, the maximum time period for order delivery must be no greater than seven (7) calendar days (to include holidays) from receipt of order.**

**Bidders must propose an optional delivery service to deliver items out of stock at the time an order was placed when inventory becomes available and also for emergency orders.**

**Bidder must propose a delivery schedule that maximizes the fulfillment of orders during holiday seasons.**

**The current list of agency liquor stores by municipality is attached as Appendix K.**

1. **Order Fill Rate and Correction; Credit**
   1. **The Successful Bidder must establish and maintain an order control system that minimizes the risk of order errors and provides for a timely and simple method for reporting order errors.**
   2. **The successful Bidder will implement a system to manage, track, credit and return product to inventory for order errors.**
   3. **The Successful Bidder is required to achieve and maintain a minimum order fill rate of 92%.**
   4. **The Successful Bidder must report order fill rate quarterly to BABLO.**
2. **Bottle Pick**
3. **The Successful Bidder must pick orders from agency liquor stores based on the following parameters:**
4. **50 milliliters must be ordered by the sleeve or the smallest allowable pack size as determined by BABLO;**
5. **100, 200 and 375 milliliters must be ordered in full cases, unless packaged by sleeve; and**
6. **All other bottle sizes above the 375 milliliters may be individually picked or case picked as ordered by agency liquor stores, unless otherwise directed by BABLO.**
7. **Currently 86% of orders are bottle picked and 14% are case picked.**
8. **The Successful Bidder must utilize a reward system to encourage agency liquor stores to order product by the case versus by the bottle.**
9. **The benefit of the reward system must be credited to the agency liquor store account monthly.**
10. **The reward system described in this section must not be a penalty for bottle pick.**
11. **Product Delivery**
    * 1. **The Successful Bidder must provide delivery service to agency liquor stores, to assist in the unloading of product and to provide in-store delivery.**
      2. **The Successful Bidder must include a packing list identifying the following with each order delivered:**
12. **Product in the delivery by code;**
13. **Quantity of product in the delivery by code; and**
14. **An indication of whether the delivery includes cases or split cases.**
    * 1. **The Successful Bidder must allow sufficient time at delivery to permit the agency liquor store to verify that the order delivered matches the packing list and the agency liquor store’s order confirmation.**
15. **Warehouse Pick Up**
    * + 1. **The Successful Bidder must permit agency liquor stores to pick up orders at its warehouse five (5) days per week during normal business hours upon 24-hour notice to the Successful Bidder.**
        2. **Bidders may include a minimum order size for a warehouse pick up.**
        3. **The agency liquor stores must identify an order as a pickup order at the time the order is placed.**
16. **Bailment Assessment**
    * + - 1. **Bailment collection is the sole responsibility of the Successful Bidder.**
          2. **The Successful Bidder must apply bailment charges equally to all suppliers and provide incentive for suppliers to manage inventory efficiently to ensure fresh and correct product levels.**
          3. **Current bailment charges are listed in Appendix M.**
          4. **The Successful Bidder may propose changes to the bailment charges one (1) year after the Contract is executed and effective, if business needs require such change.**
          5. **Any requests for bailment changes must be made in writing to and approved by BABLO.**
          6. **Once approved by BABLO, the Successful Bidder must notify suppliers 30 days prior to the effective date.**
          7. **The gross bailment income generated by this program shall be transferred to BABLO within 45 days after the end of each calendar quarter.**
          8. **The Successful Bidder will receive compensation for managing bailment separately at the same percentage rate that they earn on net sales, as defined in this RFP Cost Proposal, Part IV.**
17. **Non-Bailment Section of Primary Warehouse**

**The Successful Bidder must allocate a non-bailment section of their primary warehouse space that can accommodate up to twenty-five thousand (25,000) physical cases of product that may be used for special pricing promotions.**

1. **Bottle Redemption and Deposit Fees**

For purposes of this RFP and for the entire duration of any contracts awarded as a result of this RFP, BABLO shall be considered the “Initiator of deposit” for the purpose of initiating the deposit as required by 38 MRS §3103.

The Successful Bidder shall act as the “Pick up agent” for the purpose of providing or contracting for all transportation and recycling services related to bottle redemption as required by 38 MRS §3102 (16-A) and/or any future changes to the statute concerning bottle redemption.

The Successful Bidder is solely responsible for the collection of bottle deposit fees and for all costs associated with the spirits business in Maine.

The collection services must include the pick-up of empty spirits beverage containers at redemption centers.

Pick up must be made with such frequency as to avoid a backlog of containers at the places of pick up.

Except as may otherwise be provided, the Successful Bidder will not be responsible for “Labels; stamps; brand names” under 38 MRS §3105.

The Successful Bidder must charge agency liquor stores the statutory deposit fee of $0.15 per bottle greater than 50 milliliters and $0.05 per bottle 50 milliliters or less as required by 38 MRS §3103 (4), as such section may be amended from time to time.

The Successful Bidder shall be responsible for reimbursement to redemption centers of the deposit fee.

The Successful Bidder must reimburse redemption centers a $.06 handling fee as required by 38 MRS §3106 (7)(A) and (B), as such section may be amended from time to time.

Any costs above the amounts collected by the Successful Bidder will be considered overhead.

The Successful Bidder must maintain a separate account to be known as the deposit transaction fund and must keep, maintain and administer that account as required by 38 MRS §3108.

The Successful Bidder must report to BABLO quarterly concerning transactions affecting the deposit transaction fund, such report to be made on the 20th of the month following each quarter.

The report must be in a form prescribed by BABLO and must include the information outlined in 38 MRS §3108 (2) and such other information as BABLO may require.

The Successful Bidder must transfer to BABLO quarterly abandoned deposit amounts as determined pursuant to 38 MRS §3108 (4).

The Successful Bidder at the end of any Contract awarded as a result of this RFP must transfer to BABLO any remaining abandoned amounts as determined pursuant to 38 MRS §3108 (4).

Additionally, the Successful Bidder will:

1. Charge a fee to suppliers and a have a process for affixing redemption stickers to products prior to distribution to agency liquor stores in the event that products arrive at the warehouse of the Successful Bidder and redemption indicia are not present. Charges under this paragraph must be itemized on a supplier’s invoice;
2. Have process for ensuring that empty boxes are provided to agency liquor stores and redemption centers, when available, for collection of empty spirit beverage containers; and
3. Have a process for sorting and other reasonable criteria for picking up empty spirit beverage containers at its discretion.
4. See **Appendix N** for the last 5 years of bottle redemption activities and for applicable provisions of Title 38, chapter 33 and for a copy of Public Law 2023, chapter 482 for statute changes relating to bottle redemption, scheduled to take place in October 2024.
5. **Specifications of Work to be Performed for Spirits Trade Marketing**

This section describes the trade marketing services specifications and the information required by PL 2021, c. 592 for spirits trade marketing.

1. **State’s Gross Profit** 
   1. Bidders must review **Appendix I** for a forecast of the State’s requirement for gross revenue profit and acknowledge that it understands this requirement for the term of the Contract as a result of this RFP.
   2. **Appendix I** is not a guarantee of future performance.
2. **Flexibility of the Services** 
   1. Any services must be flexible, expandable, and customized to suit the business needs and rules of BABLO, agency liquor stores, suppliers and suppliers’ representatives. Flexibility and adaptability are critical as the environment can be expected to evolve over the course of the Contract.
3. **On-going Performance Standard**
   1. The Successful Bidder will work in partnership with BABLO to achieve the goal of a revenue growth rate comparable to or exceeding the average growth rate of other states that control the sale and distribution of spirits.
   2. This performance standard is defined as the greater of:
4. Wholesale revenue for a rolling fifty-two (52) week period plus three percent (3%); or
5. The Control State Average annual revenue growth rate.
   1. The initial performance standard will be established on July 1, 2024, or whenever a contract is executed between the Successful Bidder and BABLO if after this date, using the formula above.
   2. The performance standard will be reset by BABLO each year for each subsequent year of the life of the Contract.
   3. **Appendix P** describes the historical sales by cases and revenue for the last 5 years.
   4. The information in **Appendix P** is provided to aid bidders in bid preparation and is not the performance standard.
6. **Role of the Successful Bidder on Trade Marketing**
   1. The Successful Bidder will initiate and have responsibility for the annual business plan that delivers the annual business objective, all subject to continuous communication with and approval from BABLO.
   2. The following functional areas must be addressed within the Successful Bidder’s business plan and marketing strategies, as described in the Proposal:
7. Specific sales growth tactical programs which are sustainable and socially responsible. These programs must motivate both consumers and agency liquor stores;
8. Specific social responsibility programs that educate Maine citizens in the areas of illegal or excessive consumption and prohibition of sales to minors. These programs must build and sustain community solutions that responsibly support agency liquor stores and preserve the category. Social responsibility is good business;
9. An internal communication plan and process to ensure seamless coordination with Industry and BABLO;
10. An external communication plan focused on consumers that drive category and brand visibility, awareness, and purchase consideration. This must include but is not limited to off-shelf secondary displays at retail, print media, websites, mobile applications, social media, television and radio; and
11. All of the above requires rigorous financial analysis and justification including clear articulation of funding responsibility (who pays for what and under what circumstances) [I.E., suppliers and BABLO]. The Successful Bidder will not have authority to commit or dispense funds on behalf of any stakeholders.
12. **The Business Plan**
    1. The Successful Bidder will be the author and coordinator of the annual spirits business plan (plan) subject to the approval of BABLO.
    2. The plan sections must include but are not limited to the following areas:
13. Analyzing the Category;
14. Analyzing the products that we sell;
15. Monitoring the pricing formula to maximize profit for the State;
16. Ensuring our consumers see the category to fully consider a purchase; and
17. Social Responsibility Initiatives.
    1. The plan must adhere to all current federal and state laws and administrative rules.
    2. The plan must include at a minimum:

**On-going Business Intelligence:**

1. The Successful Bidder must regularly identify and update spirits category sales and profit growth drivers.
2. This is a fact-based discipline which must utilize data from the proposed system for Spirits Administration and information maintained by NABCA.
3. Areas to be defined in more detail later in this RFP include, but are not limited to:
   1. The retail price relationship between Maine and other Control States as manifested in everyday and monthly special pricing;
   2. Retail brand assortment/distribution for both off and on-premise and for product which is both promoted and non-promoted;
   3. The quality of and investment in brand visibility programs provided by the suppliers, agency liquor stores and BABLO;
   4. The quality of and investment in brand consideration programs provided by the suppliers, agency liquor stores and BABLO; and
   5. The financial return to the State from all of the above is the priority outcome, all with careful consideration of the law and our social responsibility commitment.
4. The Successful Bidder will be required to be proficient in the use of the NABCA reporting system.

**Category Management:**

* + - * 1. The Successful Bidder must provide agency liquor stores data-driven capability that will assist them to improve their sales, working capital productivity, and return on investment (ROI).
        2. This discipline is commonly referred to as Category Management (CATMAN) and it brings state-of-the-art information technology to procurement, sales, and marketing decisions.
        3. Bidder must propose and define in detail a CATMAN system that it will employ to meet the requirement under this Section. Areas to be included but not limited to are:
  1. New item acceptance and delisting criteria for BABLO and the Commission;
  2. Segment/Brand SKU selection by agency liquor store account;
  3. Segment/Brand SKU shelf space allocation by agency liquor store account;
  4. Brand/SKU selection for monthly special pricing;
  5. Brand/SKU selection for agency liquor store off-shelf display or advertising inclusion;
  6. Criteria for agency liquor stores to remove or discount product from their inventory;
  7. Physical support for agency liquor store spirits section resets; and
  8. Identification of fixture innovations and possible segment “signpost branding” (visibility) opportunities for agency liquor stores.

**Managing Retail Price:**

1. BABLO currently uses a mathematical pricing formula to determine retail price.
2. The formula is readily available to suppliers and brokers in a web-based calculator to provide transparency and ease of use to the supplier.
3. **Appendix L** is an example of the pricing formula and calculation.
4. The Successful Bidder must provide regular, on-going advice on retail pricing strategy so that BABLO manages the price relationship to competitive states responsibly and in a way that optimizes state gross profit.
5. This pricing strategy input is proprietary and confidential.
6. It needs to be grounded analytically and defined in both every-day and monthly special pricing terms for all brands and pack sizes.
7. Source of funding (Supplier and BABLO) is part of the deliverable in this area.
8. The Successful Bidder must also manage communications to agency liquor stores of BABLO pricing decisions monthly or as pricing decisions are made by BABLO.

**Managing Spirits Visibility to Consumers:**

* + - 1. Under the current contract and the “Maine Spirits” brand, the spirits category has become very visible to consumers.
      2. Areas that must be included in the business plan for this area, must include, but are not limited to:

1. Creating Point of Sale programs, both permanent and temporary. Bidders must propose program concept(s), a process to manage, and financial mechanisms to motivate participation;
2. Creating agency liquor store temporary off-shelf display programs. Bidders must propose program concept(s), a process to manage, and financial mechanisms to motivate participation;
3. Creating and managing the Maine Spirits website;
4. Creating a new or managing the current Maine Spirits mobile app;
5. Creating and managing social media content;
6. Creating programs to incorporate spirits into agency liquor store ads, flyers, or circulars. Bidders must propose program concept(s), a process to manage and financial mechanisms to motivate participation; and
7. Creating and using agency liquor store fixture innovations, permanent secondary display devices, and “signpost branding” defined in Section 2.5,(2.H), Category Management. Bidders must propose program concept(s), a process to manage, and financial mechanisms to pay for such fixture(s).
   * + 1. The Successful Bidder must have a plan to utilize the existing 255 racks currently owned by BABLO that are used for displaying spirits and point of sale material and propose an alternative system or program to showcase product at retail.

**Enhancing the Likelihood that Consumers Consider a Purchase:**

1. The Successful Bidder must provide services in the area of consumer consideration (trial or repeat purchase) driven by high visibility, value-added incentives other than off-premise retail price that include, but not be limited to:
2. Creative concepts that position Maine spirits marketing in a compelling and memorable fashion.
3. These “themes” can vary by month, be fixed, or a combination of both.
4. These “themes” can be seasonal, contrived, or directly commercial (examples: Father’s Day, Cinco de Mayo, or Spirits of the Month);
5. Propose and implement tie-in campaigns with other agency liquor store products;
6. Propose and implement trainings in spirits products to agency liquor store representatives;
7. Suggest and implement consumer promotions; and
8. Suggest, design and implement social responsibility campaigns.

**Social Responsibility Initiatives:**

**The Successful Bidder will have a "social responsibility" initiative that is integrated into marketing and advertising initiatives of the Bidder when appropriate, including a "Responsible Drinking" campaign for selected seasonal or holiday times.**

**Bidders must propose a process for this planning interaction and source of funding of the programs under this section.**

1. **Agency Liquor Stores Contact**
2. The Successful Bidder will be responsible for responding to agency liquor stores on:
   * + 1. Concerns, questions or problems regarding spirits generally;
       2. Questions relating to policies or procedures relating to the sale, marketing and distribution of spirits; and
       3. Referring questions to BABLO when appropriate.
3. Using the System proposed in this RFP, the Successful Bidder will be responsible for:
   * + 1. Notifying agency liquor stores of new products listings, price changes, monthly special pricing and promotions;
       2. Designing, with the approval of BABLO, and providing to each agency liquor store, pricing tags for all listed product.
       3. The shelf tags must include, but not limited to;
          1. The name of the product item;
          2. The product code; and
          3. The retail price.
       4. Providing 2 full sets of shelf pricing tags for everyday retail price of each stock keeping unit (SKU) in inventory at each agency liquor store;
          1. Agency liquor stores can request additional sets as needed, but no more than 2 additional full sets twice a year.
       5. Providing 2 full sets of shelf pricing tags for each SKU in inventory for monthly special pricing;
       6. Providing UPC codes to all agency liquor stores as requested; and
       7. Delivering all point of sale selling, marketing and advertising materials as approved by BABLO or as provided by suppliers or suppliers’ representatives.

**See Appendix K for the list of current agency liquor stores.**

1. **Supplier or Supplier’s Representative Contact**
   1. **The Successful Bidder must abide by any applicable laws and regulations regarding equitable treatment of suppliers.**
   2. **Unless approved by BABLO, the Successful Bidder must not engage in marketing or promotional activity that results in a preference for a product based on the identity of the supplier or suppliers’ representatives of the product.**
2. **Consumer Contact**
   1. The Successful Bidder must provide a consumer facing website that provides information about product selection, pricing (regular and special) and information regarding ways to use product in a fun and responsible manner.
   2. **Prices and product must be searchable by consumer.**
   3. **The website created under this section must meet requirements as described in the Department’s Office of Information Technology Web Standards Policy, located at** <https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/WebStandards.pdf>**.**
   4. **BABLO, currently utilizes a mobile application called Maine Spirits in order to further communicate with consumers.**
   5. **This application works on IOS and Android platforms and provides interactive information on product selection, pricing and recipes for using product.**
   6. **The Successful Bidder will also use social media to communicate with consumers.**
   7. **Bidders must identify potential platforms and how each would be used as a marketing tool.**
   8. **Social media used for State Business must meet requirements as described in the Department’s Office of Information Technology Social Media for State Business Policy, located at** <https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/SocialMediaStateBusiness.pdf>**.**
3. **Financial Incentives**
   1. The business approach in Maine includes financial incentives to reward agency liquor store partners connected to the Spirits business.
   2. These financial incentives are summarized as follows:
4. **Agency Liquor Store Discount:**
5. The current agency liquor store discount is 18% on all spirits purchases.
6. **Agency Liquor Store Volume Incentive Plan:**
7. BABLO seeks the support of agency liquor stores to achieve its volume recovery/growth objective.
8. This support may take the form of extra shelf space, better assortment, off-shelf display, advertising or other marketing activities.
9. To encourage and reward this support, BABLO may, subject to rule-making approval of the Legislature, propose a volume incentive plan.
10. **Start of Contract Conversion**
    1. The Successful Bidder will be solely responsible for working with the existing vendor of the Spirits business and trade marketing in Maine and BABLO to facilitate the conversion of the Spirits business as defined under this RFP including, but not limited to:
       1. The transfer of product, data and business knowledge of the Spirits business from the existing vendor; and
       2. Communication with agency liquor stores and suppliers.
11. **Transfer of Product**
    1. All costs associated with the transfer of product and control from the existing vendor to the Successful Bidder, including, but not limited to, shipping, handling and transportation, shall be borne by the Successful Bidder.
    2. In an effort to avoid charging Suppliers duplicate bailment fees, bailment charges for transferred product shall not accrue until the first day of the month following the transfer.
    3. BABLO, in conjunction with both existing vendor and the Successful Bidder, shall establish a deadline for the transfer of all product to warehouse of the Successful Bidder.
12. **Transfer of data**
    1. All costs associated with the transfer and control of Spirits business data from the existing vendor to the Successful Bidder, including, but not limited to, all pricing, sales, marketing and category management materials and related data from July 1, 2014 to June 30, 2024, or through any extension of the contract, up to three years, shall be borne by the Successful Bidder.
    2. BABLO, in conjunction with both existing vendor and the Successful Bidder, shall establish a deadline for the transfer of all pricing, sales, marketing and category management materials and related data to the Successful Bidder.
    3. The Successful Bidder must establish a process for BABLO to review data conversion prior to start-up of operations.
13. **Transfer of Business knowledge**
    1. BABLO, in conjunction with both existing vendor and the Successful Bidder, shall establish a schedule for the transfer of business knowledge of the Maine Spirits business and trade marketing to the Successful Bidder.
14. **Accounts Payable/Receivable**
    1. The existing vendor will be responsible for all accounts payable and receivable until June 30, 2024 or until such time that a contract awarded under this RFP is executed, effective and in operation.
    2. BABLO reserves the right through a negotiated process to require the Successful Bidder to manage accounts payable/receivable from the existing vendor.
15. **Communications** 
    * + - 1. The Successful Bidder will be required to communicate with agency liquor stores about the transition from the existing vendor.
          2. The Successful Bidder will be required to communicate with Suppliers and Suppliers’ Representatives about the transition from the existing vendor.
16. **Communications with Suppliers and Suppliers’ Representatives**

Bidders must propose a method to communicate with and describe the content of communication with Suppliers and Suppliers’ Representatives about the transition from the existing vendor.

1. **Business Plan Presentation**
   * + - 1. Bidders may be required to present its Spirits Trade Marketing business plan as described in this section.
         2. If required, Bidders will present its plan at a time and place to be determined by the Review Team.
2. **End of Contract Conversion**

At a minimum of six (6) months prior to the expiration of any Contract awarded as a result of this RFP, BABLO will award a new contract for the services provided under this RFP.

The Successful Bidder, having become the incumbent, shall cooperate fully and in good faith in the conversion whether it is to a new product of their own, or a system of another Bidder.

Cooperation may include, but not be limited to, sharing of data, materials and business knowledge.

Failure on the part of the Successful Bidder to cooperate fully and in good faith may result in the assessment of liquidated damages.

The parties understand and agree that all data, information, product and services required under this RFP including but not limited to pricing, sales, trade marketing and related data is the sole property of BABLO.

1. **Revenue Maximization for the State of Maine**

The State of Maine seeks to maximize revenue.

Bidders must propose and describe in detail revenue-generating opportunities beyond the requirement for gross revenue profit as described in **Appendix I**.

Areas to be considered in the proposal include, but are not limited to:

1. Normal bailment income in gross annual dollars;
2. Promotional services to be offered, including an estimate of fee structure and gross annual income.
3. Partnership opportunities with suppliers; and
4. Marketing to agency liquor stores.
5. **Technical Support Services**

Timely and committed fulfillment of BABLO requests for Category Management (CATMAN) support and changes is a requirement.

The Bidder’s Proposal must identify how systems and software engineering support services for CATMAN management, CATMAN error correction, changes to Maine law and BABLO’s rules and requirements will be implemented by responding to the following:

1. **Software Support.** The Successful Bidder must provide software and systems engineering support for CATMAN changes. The Successful Bidder must supply upgrades on at least a semi-annual basis or as needed to comply with a specific request by BABLO and the periodic releases must be capable of including multiple administrative improvements to CATMAN.
2. **Quality Assurance and Acceptance Testing.** The Successful Bidder of must provide a Quality Assurance capability and support for the BABLO’s internal acceptance testing.
3. **Shared Records for Change Management for the System.** In fulfillment of joint responsibilities between the Successful Bidder and BABLO to make CATMAN changes in a timely and correct manner, the Successful Bidder must provide shared access to change requests and change tracking.
4. **Operations Security and Business Continuity Plans**
   * + - 1. BABLO expects the CATMAN and associated operations to be of the highest security and integrity.
         2. This requires both BABLO and the Successful Bidder to maintain a high-level security environment.
         3. Staff must be organized, assigned, and operate under procedures and with system controls that mitigate security issues.
         4. In addition to security, the Successful Bidder must implement and maintain a business continuity plan to meet contractual obligations in the event of a disaster.
         5. Bidders shall submit an outline for Operations Security and Business Continuity Plans.
         6. If there are changes to processes during the contract, the Successful Bidder is responsible for updating and submitting these plans to BABLO.

**PART III KEY RFP EVENTS**

1. **Questions**
   1. **General Instructions:** It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
      1. Bidders and other interested parties should use **Appendix E** (Submitted Questions Form) for submission of questions. The form is to be submitted as a WORD document.
      2. The Submitted Questions Form must be submitted, by e-mail, and received by the RFP Coordinator, identified on the cover page of the RFP, as soon as possible but no later than the date and time specified on the RFP cover page.
      3. Submitted Questions must include the RFP Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
   2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Division of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Division of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Submitting the Proposal**
   1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP. E-mails containing original proposal submissions, or any additional or revised proposal files, received after the 11:59 p.m. deadline will be rejected without exception.
   2. **Delivery Instructions:** E-mail proposal submissions are to be submitted to the State of Maine Division of Procurement Services at [Proposals@maine.gov](mailto:Proposals@maine.gov).
      1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
         1. Proposal submission e-mails that are successfully received by the [proposals@maine.gov](mailto:proposals@maine.gov) inbox will receive an automatic reply stating as such.
      2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
      3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Please check with your organization’s Information Technology team to ensure that your security settings will not encrypt your proposal submission.
      4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
      5. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202309200 Proposal Submission – [Bidder’s Name]”**
      6. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:

* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Debarment, Performance and Non-Collusion Certification)

All required eligibility documentation stated in PART IV, Section I.

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

**Appendix C** (Organization Qualifications and Experience Form) and all required information and attachments stated in PART IV, Section II.

* **File 3 [Bidder’s Name] – Proposed Services:**

*PDF format preferred*

**Appendix Q** (Response to Proposed Services) and all required information and attachments stated in PART IV, Section III.

* **File 4 [Bidder’s Name] – Cost Proposal:**

*PDF format preferred*

**Appendix D** (Cost Proposal Form) and all required information and attachments stated in PART IV, Section IV.

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

The Bidder’s proposal must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Debarment, Performance and Non-Collusion Certification**

Bidders must complete **Appendix B** (Debarment, Performance and Non-Collusion Certification Form). The Debarment, Performance and Non-Collusion Certification Form must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Eligibility Requirements**

Bidders must provide documentation to demonstrate meeting eligibility requirements stated in PART I, C. of the RFP. This documentation includes:

* Certificate of Good Standing from the Maine Secretary of State’s Office

**Section II Organization Qualifications and Experience** (File #2)

* 1. **Overview of the Organization**

Bidders must complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. Bidders must include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder’s stated qualifications and skills.

* 1. **Subcontractors**

If subcontractors are to be used, Bidders must provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

* 1. **Litigation**

Bidders must attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.

* 1. **Financial Viability**

Bidders must provide a current copy of their Dun & Bradstreet Business Information Report Snapshot.

* 1. **Licensure/Certification**

Bidders may provide documentation of any applicable licensure/certification or specific credentials that are related to providing the proposed services of the RFP.=

* 1. **Certificate of Insurance**

Bidders must provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

**Section III Proposed Services** (File #3)

* 1. **Services to be Provided**

Bidders must complete **Appendix Q** (Response to Proposed Services Form) by providing a detailed response to the requirements outlined in this RFP.

The proposal of services must include descriptive and technical matter only. Discuss the Scope of Services referenced above in Part II of the RFP and what the Bidder will offer.

Bidders must review and provide a formal representation to comply with **Appendix F** (Terms and Conditions) with any exceptions noted. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform.

* 1. **Implementation - Work Plan**

Provide a realistic work plan (separate from **Appendix Q**) for the implementation of the program through the first contract period. Display the work plan in a timeline chart. Concisely describe each program development and implementation task, the month it will be carried out and the person or position responsible for each task. If applicable, make note of all tasks to be delegated to subcontractors.

**Section IV Cost Proposal** (File #4)

* 1. **General Instructions**
     1. Bidders must submit a cost proposal that covers the period starting July 1, 2024, and ending on June 30, 2034. The Bureau reserves the right to extend the contract for an additional three (3) years.
     2. The cost proposal must be submitted as a percentage of total net sales and bailment.
     3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.
  2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix D** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department. The cost proposal must be submitted as a percentage of total net sales and bailment.

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process - General Information**
   1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
   2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
   3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
   4. The Department reserve the right to conduct reference checks from credible sources other than the Bidder concerning a Bidder, the Bidder’s offerings and capabilities and the Bidder’s performance that the Department deems pertinent to this RFP and to consider such information in evaluating the Bidder’s proposal.
2. **Scoring Weights and Process**
   1. **Scoring Weights:** The score will be based on a 1000-point scale and will measure the degree to which each proposal meets the following criteria.

**Section I. Preliminary Information (No Points – Eligibility Requirements)**

Includes all elements addressed above in Part IV, Section I.

**Section II. Organization Qualifications and Experience (250 points)**

Includes all elements addressed above in Part IV, Section II.

**Section III. Proposed Services (500 total points)**

Includes all elements addressed above in Part IV, Section III and broken down as follows:

|  |  |
| --- | --- |
| **Subsections** | **Max Points** |
| I. Specifications of Systems and Services | **350** |
| II. Specifications of Work to be Performed for Spirits Trade Marketing | **150** |

**Section IV. Cost Proposal (250 points)**

Includes all elements addressed above in Part IV, Section IV.

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Sections IV, the Cost Proposal, will be scored as described below.
  2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 250 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x (250) = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process.  All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

1. **Selection and Award**
   1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
   2. Notification of conditional award selection or non-selection will be made in writing by the Department.
   3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
   4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
   1. The awarded Bidder will be required to execute a State of Maine BP54-IT with appropriate riders as determined by the issuing department.

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Division of Procurement Services’ website at the following link: [Division of Procurement Services Forms Page](https://www.maine.gov/dafs/bbm/procurementservices/forms)

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
  2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.

1. **Standard State Contract Provisions**
   1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The Department will initiate payment under the terms of the Contract awarded as a result of this RFP within 10 days beginning August 2024 and each month thereafter for the term of the Contract to the account established by the Contractor. Payment is based on a percentage of total net sales and bailment each month. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII** **LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** – Debarment, Performance, and Non-Collusion Certification

**Appendix C** – Qualifications and Experience Form

**Appendix D** – Cost Proposal Form

**Appendix E** – Submitted Question Form

**Appendix F** – Terms and Conditions

**Appendix G** – FY 19-FY23 Product Sales by Cases and Dollars

**Appendix H** – List of Products by Supplier

**Appendix I** – Spirits Business Ten Year Forecast

**Appendix J** – Historical Financial Results

**Appendix K** – List of Current Agency Liquor Stores

**Appendix L** – Pricing Formula Calculation Example

**Appendix M** – Current Bailment Rates

**Appendix N** – Bottle Redemption Statute and History

**Appendix O** – FY23 Sales by Agency Liquor Store

**Appendix P** – Five Year Fiscal Sales by Case and Revenue

**Appendix Q** – Response to Proposed Services Form

**APPENDIX A**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**PROPOSAL COVER PAGE**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Bidder’s Organization Name:** | |  | | | |
| **Chief Executive - Name/Title:** | |  | | | |
| **Tel:** |  | | | **E-mail:** |  |
| **Headquarters Street Address:** | |  | | | |
| **Headquarters City/State/Zip:** | |  | | | |
| ***(Provide information requested below if different from above)*** | | | | | |
| **Lead Point of Contact for Proposal - Name/Title:** | | |  | | |
| **Tel:** |  | | | **E-mail:** |  |
| **Headquarters Street Address:** | |  | | | |
| **Headquarters City/State/Zip:** | |  | | | |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**DEBARMENT, PERFORMANCE, and NON-COLLUSION CERTIFICATION**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
   1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
   2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202309200**

**Maine Wholesale Spirits Business**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications. Describe the history of the Bidder’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.** |
|  |

**APPENDIX C (continued)**

|  |
| --- |
| **Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the “Scope of Services” portion of the RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person’s telephone number and e-mail address. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.**  *If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder’s general capabilities.* |

|  |  |
| --- | --- |
| **Project One** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

|  |  |
| --- | --- |
| **Project Two** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

**APPENDIX C (continued)**

|  |  |
| --- | --- |
| **Project Three** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

**APPENDIX D**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**COST PROPOSAL FORM**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

Bidders are required to provide the cost proposal as File #4, as stated in Part IV of the RFP.

The Cost Proposal must be valid for 180 days as defined in Part I, B, 5 of the RFP.

|  |  |
| --- | --- |
| **Proposed Cost**  Bidders are required to provide the proposed base cost as a percentage of net sales and bailment, carried to two (2) decimal places. The basis is a ten (10) year contract base period (Initial Period of Performance) as defined in Part I, D of the RFP. **TBD cost is not allowed**.    Example: 1.00 percent yields $10,000 compensation per one million dollars of net sales. | |
| **Proposed Cost as a Percentage of Total Net Sales:** | **%** |

|  |  |
| --- | --- |
| **Additional Offered Services**  Bidders may offer services in addition to the required services under this RFP; however, the cost of the additional services must be *separate* from the proposed base cost (percentage of net sales and bailment.  The Proposed Cost above must cover the entire scope of services requested through this RFP. Any additional costs provided must only pertain to services offered in addition to the required services. Costs for additional services will not be included in the scoring of the Cost Proposal. | |
| *(add service, add rows as needed)* | **$** |

|  |  |
| --- | --- |
| **Licensing Integration**  Bidders must submit a cost to create an electronic interface with the BABLO Licensing System for accepting new licenses into the system. This cost must be provided *separately* from the Proposed Cost and will not be included in the scoring of the Cost Proposal. | |
| **Licensing Integration** | **$** |

**APPENDIX E**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**SUBMITTED QUESTIONS FORM**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
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*\* If a question is not related to any section of the RFP, state “N/A” under “RFP Section & Page Number”.*

*\*\* Add additional rows, if necessary.*

**APPENDIX F**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**TERMS AND CONDITIONS**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

**1.0 Introduction**

The Successful Bidder will be required to enter into a contract upon the terms and conditions set forth in the State of Maine, Division of Purchases, Agreement to Purchase Services, Form [BP54-IT](https://www.maine.gov/dafs/bbm/procurementservices/sites/maine.gov.dafs.bbm.procurementservices/files/inline-files/BP54-IT%20Template_REV%206.6.2023.pdf). By submission of a Proposal, the Bidder agrees to the Terms and Conditions contained therein.

Any Contract awarded as a result of this RFP will include, in addition, the terms and conditions set forth in Appendix F.

**1.1 Term of Contract**

The term of agreement will be ten years from the date of commencement of services, with an option to extend up to three additional years.

In the event of early termination or a change in the service provider at the end of any contract period, the Successful Bidder shall work cooperatively with BABLO and its new service provider(s) to provide a smooth transition and uninterrupted services.

The actual commencement of services and transition process will be negotiated with the Successful Bidder prior to the start date of the Contract. It is anticipated that the start date will be July 1, 2024.

**1.2 Emergency Extension**

BABLO reserves the right to extend the Contract at the rates and upon the terms and conditions then in effect on thirty (30) days’ notice for one (1) or more thirty (30) day periods if BABLO is unable for any reason to secure a new contract for the services to manage the spirits business in Maine. To meet this requirement, the Successful Bidder of this RFP must maintain the services required by this RFP for the duration of this emergency extension.

Exercising these rights shall not be construed as obligating BABLO to repeat the procurement process for any subsequent contract or conferring any right or expectation for the Successful Bidder to continue to provide the services required under this RFP after the expiration of any such emergency extension period.

**1.3 Covenant Against Contingent Fees**

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure an agreement pursuant to this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies retained by the Bidder for the purpose of securing business. For breach or violation of this warranty, BABLO shall have the right to terminate any Contract awarded as a result of this RFP in accordance with the termination clause, and in its sole discretion, to deduct from any Contract awarded as a result of this RFP any cost or consideration or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee.

**1.4 Audit and Accounting Requirements**

The Successful Bidder must meet specific auditing and accounting obligations:

1. The Successful Bidder must submit to BABLO within 120 days of the close of its fiscal year, an annual financial report and audit certified by an independent certified public accountant, who may be an accountant or member of a firm of accountants that regularly audit the books and accounts of the Successful Bidder. The audit information must include, but is not limited to, the audited financial statements, auditor opinions, reports on internal control, reports on cost of goods sold, findings and recommendations and management letters.
2. The Successful Bidder must have a complete corporate financial audit conducted annually, at its own expense. The audit must follow generally accepted auditing standards (GAAS) or the appropriate non-U.S. equivalent. A copy of the Successful Bidder's audited financial statements shall be provided within one quarter after the close of the Successful Bidder’s fiscal year.
3. A third-party examination of the Successful Bidder’s Maine operations must be conducted annually. This examination will be a SOC-1 Type-2 Examination conducted in accordance with SSAE 16, at the sole discretion and determination of BABLO, and shall be paid for by the Successful Bidder. For this examination the Successful Bidder will suggest, for BABLO’s approval, the firm(s) to perform the work. All aspects shall be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Annual examinations shall occur on a July 1 through June 30 basis and will be reported to BABLO not later than forty-five (45) days after the close of the State’s fiscal year.
   1. The Successful Bidder must maintain its books, records and all other material pertaining to the Contract in accordance with generally accepted accounting principles (GAAP). These records shall be available to BABLO, its internal auditors, or external auditors (and other designees) at all times during the Contract period and for five (5) years from the Contract expiration date or final payment on the Contract, whichever is later. If any litigation, claim, audit, or other action involving the Contract has started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues arising from it or until the end of the regular 5-year period, whichever is later.

**1.5 Bonds and Insurance Company Qualifications**

All required bonds and insurance must be issued by companies which are “A” or higher rated by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted, and authorized to do business in the State of Maine, and are approved by BABLO

**1.6 Insurance**

The Successful Bidder shall purchase and maintain insurance to cover all claims, including those set forth below, which may arise out of or result from the Successful Bidder's operations under the Contract, whether such operations are by the Successful Bidder or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefits, and other similar employee benefits acts.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Successful Bidder’s employees, or any person other than Successful Bidder’s employees.
3. Claims for damages because of injury to or destruction of tangible property, including any resulting loss of use.
4. Errors and Omissions Insurance for losses due to harmful acts, errors, or outages due to the System or the Successful Bidder, its officers, employees, agents, subcontractors or assigns regardless of negligence.

The Successful Bidder must provide proof of insurance in a form acceptable to BABLO and must maintain bonds as required by the Federal Bureau of Alcohol, Tobacco and Firearms in amounts satisfactory to BABLO.

The Successful Bidder must provide proof of insurance for general liability, fire and extended coverage, Warehouseman's Legal Liability, Cargo Legal Liability and must maintain bonds as required by the Federal Bureau of Alcohol, Tobacco and Firearms in amounts satisfactory to BABLO.

The Successful Bidder is at all times responsible for securing and maintaining adequate insurances to protect itself and BABLO. BABLO makes no warranty or representation as to the adequacy or sufficiency of the insurance required or identified in this section.

**1.6.1 Insurance Coverage and Limits**

Specific insurance coverage requirements are listed below. The defined dollar amounts are minimum limits. The Successful Bidder must provide coverage in these amounts or in higher amounts as otherwise required by Maine law during the course of the Contract. Statement of self-insurance to cover these obligations will be considered non­responsive.

1. **Property Insurance.** Insurance on all buildings, fixtures, and equipment provided or used in providing the System or service, including all real, business personal property and mobile equipment. The insurance shall protect against risks of direct physical loss, including flood and collision. The valuation basis shall be replacement cost. Coverage shall include or be endorsed to include business interruption and extra expense, electronic data processing equipment and data media, accounts receivable and valuable papers. Policy sub-limits must be declared to and approved by BABLO.
2. **General Liability Insurance.** Commercial General Liability to cover those sums the Successful Bidder becomes legally obligated to pay as damages because of bodily injury or property damage. The insurance shall include or be endorsed to include contractual liability, products and completed operations. The limit of liability shall be not less than $5,000,000 per occurrence and $10,000,000 aggregate. Liquor Legal Liability insurance in the same amount must be provided if Successful Bidder’s activities or proposed activities generate that exposure.
3. **Professional Liability Insurance.** Also commonly known as errors and omissions coverage for negligence in the performance of services and for errors and omissions. This coverage must be furnished no later than ten (10) business days prior to production start-up. This coverage must continue until one year past the term of the Contract or any extension so either the time period for reporting claims must be extended or the availability of a tail endorsement must be guaranteed. The limit of liability for the Successful Bidder shall be $10,000,000 per claim.
4. **Business Auto Liability.** Business Auto Liability to cover those sums the Successful Bidder becomes legally obligated to pay as damages because of bodily injury or property damage caused by an accident and resulting from the ownership, maintenance or use of an auto. Covered Auto Symbol 1 – Any Auto is required as it includes owned, non-owned, hired and mobile equipment subject to motor vehicle law. The limit of liability required is $1,000,000 per occurrence combined single limit.
5. **Worker’s Compensation and Employers’ Liability Policy.** To cover all of the Successful Bidder’s employees during the term of the Contract in accordance with Maine Statutes, or other applicable worker’s compensation laws. The Employer’s Liability portion of the coverage shall be at a $500,000 limit for each of the three categories.
6. **Warehouse Operators Legal Liability.** Successful Bidder shall provide coverage for the legal liability associated with warehouses that are owned or controlled by it and that contain property belonging to others that is in its care, custody and control. The limit of liability shall be adequate to protect the maximum value of such property warehoused at any one time. This value must be approved by BABLO.
7. **Cargo Legal Liability.** The Successful Bidder shall provide coverage for the legal liability associated with loss to freight or cargo during transit. The limit of liability shall be adequate to protect the maximum value of such property transported at any one time.
8. All insurances covered by this Section, unless stated differently, must be effective when performance commences under the Contract and must continue through the term of the Contract or any extension thereof. The insurance policies must provide thirty (30) days’ advance written notice to BABLO of cancellation, termination, or failure to renew any policy. BABLO reserves the right to require complete, certified copies of any required insurance policy or bond at any time.

**1.6.2 Certificates of Insurance**

Certificates of insurance and any renewals thereof must be furnished to BABLO’s Contracting Officer on or before the date of Contract execution, with the exception of the certificate for Errors and Omissions insurance, which must be furnished no later than ten (10) business days prior to production start-up. The insurance policies must provide thirty (30) days’ advance written notice to BABLO of cancellation, termination, or failure to renew any policy.

**1.7 Performance Bond**

Upon notification of receiving the Contract award, the Successful Bidder will be required to obtain an annually renewable Performance Bond or other form of security acceptable to the State of Maine. The Performance Bond must be in the amount of five million dollars ($5,000,000) for every year of the Contract. The Performance Bond may be paid in full or in part to BABLO if the Successful Bidder defaults in the performance of the Contract or has occasioned uncompensated liquidated damages. If the Successful Bidder defaults in the performance of its contractual obligations or breaches its duties, the surety shall have the option to cure the default in a timeframe established by BABLO or tender funds sufficient to pay the cost of completion.

The Performance Bond may be drawn upon if assessed liquidated damages, as described in section 1.9 of this Part, have not been received by BABLO within thirty (30) calendar days of written notice to the Successful Bidder that they have been incurred, provided however if the Successful Bidder notifies BABLO within two (2) business days of receipt of the notice that it disputes the damages, or requests to negotiate a settlement of the damages, then the liquidated damages, if applicable shall be payable by the Successful Bidder within the timeframe established by BABLO after resolution of assessment.

Other forms of comparable security may be acceptable at BABLO’s discretion. Failure to post an additional bond or security within seven (7) days after notice that the proposed security is inadequate shall be grounds for immediate termination of the Contract.

**1.8 Fidelity Bond**

Prior to contract execution, the Successful Bidder will be required to obtain a Fidelity Bond. The Fidelity Bond must be in the amount of five million dollars ($5,000,000) covering any loss to BABLO due to any fraudulent or dishonest act on the part of the Successful Bidder, its employees, agents, or subcontractors.

An event due to any fraudulent or dishonest act under this section, in the sole discretion of BABLO, could be grounds for termination of any Contract awarded as a result of this RFP, whether or not the losses arising as a result thereof were paid under an insurance policy. If the insurance policy of the Successful Bidder does not cover their agents or subcontractors, then the Successful Bidder must ensure that these entities have equivalent insurance in their own right.

**1.9 Liquidated Damages Provisions**

In the below-listed liquidated damages sections, BABLO and the Successful Bidder agree that it will be extremely impractical and difficult to determine actual damages sustained by BABLO. The services to be provided under any Contract awarded under this RFP are not readily available on the open market. Further, any breach by the Successful Bidder will delay and disrupt BABLO's operations and will lead to damages. Therefore, the parties agree that the liquidated damages, as specified in all the sections below, are reasonable and are not to be construed as a penalty.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to BABLO.

**1.9.1 Notification of Liquidated Damages**

Upon determination that liquidated damages are to or may be assessed, BABLO shall notify the Successful Bidder of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of BABLO.

**1.9.2 Conditions for Termination of Liquidated Damages**

As determined appropriate by BABLO, the following are the conditions under which the Successful Bidder may obtain relief from the continued assessment of liquidated damages that have been imposed.

1. Except as waived in writing by BABLO, no liquidated damages imposed shall be terminated or suspended until the Successful Bidder issues a written notice verifying the correction of the condition(s) for which liquidated damages were imposed, and the notice of correction has been verified and accepted by BABLO.
2. As appropriate, the Successful Bidder shall conduct system testing of any correction, as BABLO deems necessary. Such testing shall be developed jointly by BABLO and the Successful Bidder and must be approved by BABLO, including the test script, test environment, and test results. A notice of correction will not be accepted until verification by BABLO.

**1.9.3 Severability of Individual Liquidated Damages**

If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

**1.9.4 Waivers of Liquidated Damages**

The waiver of any liquidated damages due BABLO shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by BABLO.

**1.9.5 Payment of Liquidated Damages**

All assessed liquidated damages will be deducted from any moneys owed the Successful Bidder by BABLO and, in the event the amount due the Successful Bidder of is not sufficient to satisfy the amount of the liquidated damages, the Successful Bidder of shall pay the balance to BABLO within thirty (30) calendar days of written notification. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Successful Bidder. At BABLO's sole option, BABLO may obtain payment of assessed liquidated damages through claims upon the Performance Bond.

**1.9.6 Failure to Report Incidents**

**Conditions**

It will be the responsibility of the Successful Bidder to immediately report all significant incidents related to the operation of the services under this RFP. The immediate reporting shall be delivered personally, by telephone, or by electronic mail within one (1) hour of the discovery of the incident, followed by a letter addressed to BABLO Director within twenty-four (24) hours of the incident. All written reports and notifications may be sent by courier or electronic mail directly to BABLO’s Director or Deputy Director. At a minimum, each of the following types of events is deemed to be significant events and shall require a written report:

1. Major equipment failures;
2. Loss or corruption of System or CATMAN data;
3. Major communications failures;
4. Significant operator errors;
5. Emergency software or hardware changes;
6. Major property/product damage or theft; or
7. Security violations.

**Damages**

In the event that the Successful Bidder fails to report incidents as defined in this Section and required by this RFP, BABLO may impose liquidated damages up to five hundred dollars ($500) per day until an incident is correctly reported.

**1.9.7 Failure to Remedy Audit Recommendations**

**Condition**

If the Successful Bidder fails to address recommendations made as a result of a System, CATMAN or operational audit by a recognized authority such as the State of Maine or BABLO approved auditors, BABLO may assess liquidated damages.

**Damages**

In the event that audit recommendations addressing any operational, System or CATMAN activities of the Successful Bidder are not corrected within sixty (60) days of notification, unless specifically exempted by BABLO, the Successful Bidder may be charged liquidated damages of up to five thousand dollars ($5,000) at the end of the initial 60-day period and up to an additional five thousand dollars ($5,000) for each subsequent 30-day period or any portion thereof, for which the audit recommendation corrections have not been completed.

**1.9.8 Automated Systems**

For the System and CATMAN:

**Condition**

The Successful Bidder must complete all installation preparations as required, pass BABLO acceptance testing, comply with all other contractual requirements in effect during the implementation period, and achieve readiness for production operations.

**Damages**

BABLO may impose liquidated damages for each calendar day of delay in delivering the following benchmarks:

1. **Readiness for Start of BABLO Acceptance Testing.** Up to two thousand five hundred dollars ($2,500) per day, beginning sixty (60) days prior to the agreed-upon production start-up date.
2. **Successful Completion of BABLO Acceptance Testing.** Up to five thousand dollars ($5,000) per day beginning seven (7) days prior to the production start-up date, when such delay is caused by either the Successful Bidder as a result of unresolved errors and issues encountered in acceptance testing.
3. **Production Operations.** Up to twenty-five thousand dollars ($25,000) per day beginning with the production start-up date. At start-up, all System features must be ready to go live.
4. **Missing Deliverables.** Up to two hundred fifty dollars ($250) per day for each and every failure to provide a deliverable, meet a requirement, or resolve an acceptance test problem pursuant to the agreed-upon project schedule until such is provided or performed.

**1.9.9 Unauthorized Access**

**Condition**

The Successful Bidder must preclude personnel not authorized by BABLO from accessing the facilities and any automated systems data or software.

**Damages**

If the Successful Bidder fails to preclude or permits access by unauthorized personnel, BABLO may impose liquidated damages up to two thousand five hundred dollars ($2,500) for each person and for each incident in violation. Each and every act that permits access by an unauthorized person is an incident.

**1.9.10 System Unavailable**

**Condition**

The System shall be defined to be “unavailable” if any defined user cannot access and use the System to meet their business needs. These needs include but are not limited to ordering product by agency liquor stores; inventory analysis by suppliers or representatives of suppliers; pricing adjustments to products by BABLO and other such activities by users of the System. The total time during which the System is unavailable during the day shall be the sum of all time during such operational period when the System is “unavailable.” This does not include when the System is “unavailable” for any BABLO approved scheduled maintenance.

**Damages**

In the event that the System has been unavailable, BABLO may impose liquidated damages on the Successful Bidder as a result of the total time during each daily operational period that the System is unavailable, except for the first two (2) hours, according to the following schedule:

1. Liquidated damages in an amount up to five hundred dollars ($500) may be assessed for each two (2) hours the System is unavailable.
2. In the event that two (2) incidents in excess of two (2) hours each have already occurred in a business week, the grace period of two (2) hours shall be rescinded, and liquidated damages shall begin immediately with any subsequent outage in that week.

**1.9.11 Failure to Produce an Administrative Software Change**

**Condition**

The Successful Bidder shall modify or add software to produce reports, screen displays, inquiries, and other administrative applications within ninety (90) days from BABLO-approved specifications or a change in Maine law or BABLO Administrative Rule. If the time period to make such legislation or rule change is less then ninety (90) days, the Successful Bidder must modify or add software to produce reports, screen displays, inquiries, and other administrative applications within the time frame the law or administrative rule requires; unless an extension is authorized in writing by BABLO. The Successful Bidder’s change must incorporate an acceptance test and receive BABLO's written approval, within the timeframe specified.

**Damages**

BABLO may impose liquidated damages up to one thousand dollars ($1,000) per day that the modified or additional software is not installed.

**1.9.12 Unauthorized Software Modifications**

**Condition**

The Successful Bidder shall not modify any software without the prior written approval of BABLO.

**Damages**

If the Successful Bidder modifies any software without the prior written approval of BABLO, BABLO may issue a written order that the change or modification must be removed and the System restored to its previous operating state at the expense of the Successful Bidder. “Modification” does not include replacement of a System component with an essentially similar working component in the event of necessary maintenance. In emergency circumstances, BABLO may give verbal approval.

Further, BABLO may impose liquidated damages up to five thousand dollars ($5,000) per violation in addition to any other damages that may occur as a result of an unauthorized modification.

**1.9.13 Failure to Timely Receive and Deliver Orders to Agency Liquor Stores**

**Condition**

The Successful Bidder must timely receive and deliver orders to agency liquor stores as required by this RFP.

**Damages**

In the event that the Successful Bidder does not meet the requirements of this RFP, BABLO may assess liquidated damages of up to one thousand dollars ($1,000) for failure to meet this requirement for each instance of failure to meet this requirement until this requirement is met.

**1.9.14 Failure to Achieve and Maintain Order Fill Rate**

**Condition**

The Successful Bidder must achieve and maintain a minimum order fill rate of 92% as required by this RFP or the order fill rate proposed by the Successful Bidder if greater than the minimum requirement.

**Damages**

In the event that the Successful Bidder does not meet the requirement of this RFP or the proposed order fill rate, BABLO may assess liquidated damages of up to five hundred dollars ($500) for failure to meet this requirement.

**1.9.15 Failure to Timely Respond to Agency Liquor Stores**

**Condition**

The Successful Bidder must have an agency liquor store telephone “hotline” as required by this RFP. This “hotline” must be responded to in a professional and timely manner. Under ordinary operational circumstances, ninety percent (90%) of agency liquor store calls must be answered in three (3) minutes, and failure to do so may result in liquidated damages.

**Damages**

In the event that the Successful Bidder does not meet the requirement of this RFP, BABLO may assess liquidated damages of up to two hundred and fifty dollars ($250) for any week during which the ninety percent (90%) minimum is unmet.

**1.9.16 Failure to timely receive Product at the warehouse**

**Condition**

The Successful Bidder, as required by this RFP must ensure that Product can be received from suppliers so that backlogs or delay in delivery to agency liquor stores or receiving inventory of Product and out of stock situations do not occur at the warehouse location(s).

**Damages**

In the event that the Successful Bidder does not meet the requirement of this RFP, BABLO may assess liquidated damages of up to five hundred dollars ($500) for delays, backlogs or out of stock situations that are directly related to insufficient capacity to receive or deliver product.

**1.9.17 Failure to Provide Software Testing and Quality Software Turnover**

**Condition**

If the Successful Bidder fails to provide a quality assurance test plan or a report on the quality assurance test, or fails to provide release notes and quality tested software as required by this RFP for quality assurance standards, there will be liquidated damages assessed.

**Damages**

In the event that untested software is turned over for user acceptance testing and that the software does not meet the specifications standards established by BABLO, the Successful Bidder may be charged liquidated damages of up to two thousand five hundred dollars ($2,500) for the first violation (return of the software due to being non-testable) and up to five thousand dollars ($5,000) for each subsequent violation.

**1.9.18 Failure to Manage Bottle Redemption as Required by Law and this RFP.**

**Condition**

The Successful Bidder as required by this RFP must provide bottle redemption services for the term of the contract award.

**Damages**

If the Successful Bidder does not manage bottle redemption services as required by this RFP and MRS Title 38, §3102, the Successful Bidder may be assessed up to one thousand dollars ($1,000) per incident.

**1.10 Right of Use**

If, for any reason other than a breach of the Contract by BABLO, the Successful Bidder loses the ability to or refuses to service BABLO, as provided by this Contract, BABLO shall acquire a right of use in the source and object program instructions, and the documentation for those programs as owned by the Successful Bidder, in conjunction with any Contract deliverables that are necessary to provide operational support for the Spirits business in Maine.

Right of use shall be limited to the right of BABLO to possess and make use of these items solely for the use and benefit of BABLO in operating the System being used under the Contract. Such use shall be limited in time for the duration of the Contract and in scope to those items being used by BABLO and on BABLO’s behalf under the Contract. All items, including modifications or alterations thereof, shall be kept in confidence, except to the extent that they are public records under Maine law, and shall be returned to the Successful Bidder when their use according to this paragraph has been fulfilled.

If there has been a determination, in the sole discretion of BABLO, that a discontinuity of the operations by the Successful Bidder may be anticipated and this provision may be exercised, the Successful Bidder must provide training to BABLO in the operation of the System, at BABLO’s request.

**1.11 Security Program under the Contract**

Prior to operations under the Contract, the Successful Bidder shall establish a security program and business continuity plan subject to the written approval of BABLO. This program must be updated, reviewed, and approved annually by BABLO. As part of this program, the Successful Bidder must maintain an approved Operations Security Plan.

**1.11.1 Bidder Personnel Background**

BABLO may initiate investigations into the backgrounds of any officers, principals, investors, owners, subcontractors, employees, or any other associates of the Successful Bidder as it determines to be appropriate. Background investigations may include fingerprint identification by the Maine State Police and the Federal Bureau of Investigation. BABLO shall have the right to request the Successful Bidder to remove any and all employees from any responsibility in the performance of services as provided for under this RFP, based upon the results of background checks, or if BABLO finds that any employee is not performing in the best interest of BABLO.

BABLO may extend this requirement to include any subcontractors involved in any way in the implementation, installation, and operation of the System.

Upon award of the Contract, the Successful Bidder shall submit and allow, at a minimum, the following security elements:

1. A list of the names, addresses, birthdates, and Social Security numbers of all management, supervisory and key technical personnel of the bidder and subcontractors assigned to and associated with the Contract;
2. Authorizations signed by the employees and subcontractors to allow law enforcement agencies to release relevant background information. This may be extended to include officers, investors, owners, and associates;
3. Assurance to BABLO that, as changes are processed throughout the Contract and any extension thereof for the aforementioned types of personnel, any changes in this requested data and authorization shall be reported to BABLO within one (1) calendar month;
4. Notification in writing to BABLO within ten (10) business days if a person, group of persons, partnership, corporation, associate group of investors, limited liability company or other legal entity acquires directly or indirectly the beneficial ownership (as defined by Securities and Exchange Commission Regulation §240.13d-3) in the amount of five percent (5%) or more of the ownership interest in, or any class of equity securities of, the Successful Bidder or the parent company of the Successful Bidder. Background investigation and licensing may be required for these new owners and if the investigations are unsatisfactory, BABLO may, at its option, terminate the Contract, after providing thirty (30) days written notice to the Successful Bidder;
5. Unfettered and unannounced access, inspection and evaluation privileges for all phases of performance and for all facilities and premises used by the Successful Bidder in fulfillment of the Contract; and
6. Immediate notification in writing to BABLO of all terminations and resignations of employees and staff assigned to and associated with the Contract.

**1.11.2 Security Violation Reporting**

The Successful Bidder shall immediately report any security breach, violation of law (e.g., theft), or disappearance of product, software or material used or to be used in the performance of any Contract awarded as a result of this RFP.

**1.11.3 Security Information Updates**

The Successful Bidder shall report any change in, addition to, or deletion from, the information disclosed to BABLO. The report shall be in the form of a letter addressed to BABLO and shall be delivered within thirty (30) days of the effective date of the change, addition, or deletion. In particular, the Successful Bidder must report the involvement of the key functional employees described in this RFP, owners, or agents in any known criminal arrest (exclusive of minor traffic violations) or investigation of the Successful Bidder.

**1.12 Work and Implementation Plan**

Bidders must propose and define in detail a work plan for developing and implementing the System required and the CATMAN required within ten (10) days after any contract awarded as a result of this RFP is executed.

**1.13 Corrections and Upgrades**

The automated systems required under this RFP will evolve over time due to many factors. The following paragraphs identify the business and financial obligations under various change conditions.

**1.13.1 Corrections and Maintainability**

The Successful Bidder must report any relevant deficiencies in hardware or software used in automated systems required under this RFP and are responsible for ensuring that corrections are incorporated into the configuration in a timely and responsible manner. At the time the Successful Bidder is notified by a supplier that a model and/or version is scheduled to have support dropped, it is the obligation of the Successful Bidder to acquire and install an appropriate upgrade to the respective automated system under this RFP with the prior approval of BABLO.

**1.13.2 Workload Accommodation**

The Successful Bidders must provide any upgrades to the services required under this RFP such that increased sales and the ability to meet the requirements under this RFP must be included in the cost.

**1.13.3 Management Information and Reporting Changes**

All software and stored procedure changes for scheduled administrative reports, ad hoc reports, screen displays, processing options, and other features required for BABLO to manage the System and CATMAN, meet reporting obligations, and respond to new business needs or rules as a result of changes in Maine law or BABLO administrative rules, are included in the cost. This Section shall pertain to any expanded reporting necessary for management information.

**1.13.4 Other Changes**

Changes and enhancements to the equipment, services and software which exceed RFP- specified requirements and which are not otherwise accommodated by the cost in Section IV, such as new user interface features, will be handled as follows:

1. Software changes are included in the cost, even if additional developments are required by the Successful Bidder to create or adapt software for BABLO’s needs; and
2. Capital equipment, facilities, third-party licenses, or substantive service additions or changes will have their cost negotiated with BABLO.

**1.14 Approval of Hardware and Software Changes**

The configuration management system and practices of the Successful Bidder must preclude unauthorized changes to any services provided under this RFP. Any engineering changes or variations from the designs and specifications of the RFP, the Proposal, any Contract, or signed-off documentation must be approved in writing by BABLO prior to installation or implementation.

**1.15 Escrow of Software and Documentation**

Before implementation of the services under this RFP that use software, a complete set of the software source programs, binaries, operations manuals, service manuals, written procedures, and any such other materials necessary for BABLO to operate any services under this RFP must be delivered to an approved escrow agent. Materials shall be delivered on mutually agreeable media. Installation packages for third-party software products licensed by the Successful Bidder must be included. These materials would allow BABLO to (i) continue operations in the event the Successful Bidder becomes unable to perform, and (ii) confirm that only authorized software and procedures are employed with the services using software. In this regard, access by BABLO to the escrow (if escrowed) shall be at BABLO’s discretion for auditing its contents, or for preparation to assume operations of the services under this RFP.

As changes are implemented, both the change and change documentation shall be provided to the approved escrow agent to continue BABLO's protection. Changes to escrow’s copy of these materials must occur within one (1) week of installation in production operations.

**1.16 Compensation during Contract**

BABLO is obligated to compensate the Successful Bidder only as a result of operation of the services required under this RFP by the Successful Bidder in production, for the term of the Contracts awarded under this RFP in the manner proposed under this RFP.

**1.17 Title to, Use, and Compensation for Intellectual Property**

To the extent that the Successful Bidder utilizes or relies upon the Intellectual Property Rights of a third party in fulfilling its obligations under any Contract awarded as a result of this RFP, the Successful Bidder must obtain and provide BABLO with documentation, satisfactory to BABLO, of the right to use such third-party Intellectual Property Rights by the Successful Bidder. In addition, in the event of failure to perform or breach of any Contract awarded as a result of this RFP by the Successful Bidder, the Successful Bidder must obtain and convey as necessary the right of BABLO to continue to use the licensed intellectual property. The Successful Bidder of must indemnify, defend and hold BABLO harmless from and against any claim that the use of the intellectual property violates any patent, copyright or mask work.

While BABLO and the Successful Bidder agree that Intellectual Property associated with any product or service provided by (or developed solely by) the Successful Bidder during the term of any Contract awarded as a result of this RFP and used by BABLO will remain the property of the Successful Bidder, the Successful Bidder will grant a license to BABLO to make use of certain Intellectual Property such labels, logos, and titles on an indefinite basis only with respect to BABLO use of the Intellectual Property. Equipment and software representing property of the Successful Bidder must not be included with such license. There shall be no additional charge for this right of BABLO.

Intellectual Property fees for third-party products, logos, trademarks, brands or labels that the Successful Bidder deploys under any Contract awarded as a result of this RFP must be addressed under Section 1.13.4 of Appendix F. The Successful Bidder may not separately charge BABLO an Intellectual Property fee for any items owned by the Successful Bidder.

**1.18 Exclusive Use of the Systems**

Use of the hardware and software configuration of the system and the CATMAN of the Successful Bidder must be exclusive to BABLO unless approved by BABLO.

**1.19 Bidder Ethics and Integrity**

The Successful Bidder is obligated to meet high standards for ethics and integrity under any Contract awarded as a result of this RFP. The Successful Bidder and its employees or subcontractors:

1. Must not accept any pay, remuneration, or gratuity of any value for performance on or information derived from this RFP, from any party other than BABLO as described in this RFP, or from any party under contract to BABLO or seeking to contract with BABLO with respect to the services under this RFP;
2. Must not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any BABLO employee, member of the Commission, or any individual with the intent of unduly influencing the outcome of the services under RFP;
3. Must not disclose any information gained by virtue of any Contract awarded as a result of this RFP to any party without the consent of BABLO;
4. Must not take any action in the performance of any Contract awarded as a result of this RFP to create an unfair, unethical, or illegal competitive advantage for itself or others; and
5. Must not have any financial or personal interests relating to this project (other than any Contract awarded as a result of this RFP itself) without the explicit written consent of BABLO.

For violation of the above provisions, BABLO may terminate any Contract awarded as a result of this RFP or take any other appropriate actions against the Successful Bidder.

**1.20 Compliance with Association Standards**

All services, products, systems and procedures to be employed by the Successful Bidder must comply with the operational standards of NABCA or any association of which BABLO is or will become a member at the time of any Contract awarded as a result of this RFP is executed.

**1.21 Taxes, Fees, and Assessments**

The Successful Bidder must pay all taxes, fees, and assessments upon the System, CATMAN and services required under this RFP, however designated, levied, or based.

**1.22 News Releases and Advertising**

The Successful Bidder must not issue any news releases pertaining to the performance of the Contract without prior approval by BABLO, and then only in cooperation with BABLO. The Successful Bidder agrees not to use BABLO’s name, logos, images, nor any data or results arising from this procurement process or the Contract as a part of any commercial advertising without prior written approval by BABLO.

**1.23 Compensation Prior to Start-up of Operations**

The Successful Bidder will receive no compensation from BABLO until a complete conversion has been affected, production operations are fully supported and the business plan for trade marketing is functional and in operation by the Successful Bidder and BABLO has formally accepted any services under this RFP.

Any compensation will not start until July 1, 2024 or at the time of actual start-up of operations if before or after this date.

**APPENDIX G**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**FY1—FY23 PRODUCT SALES BY CASES AND DOLLARS**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX H**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**LIST OF PRODUCTS BY SUPPLIER**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX I**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**SPIRITS BUSINESS TEN YEAR FORECAST**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX J**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**HISTORICAL FINANCIAL RESULTS**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX K**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**LIST OF CURRENT AGENCY LIQUOR STORES WITH DELIVERY DAYS**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX L**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**PRICING FORMULA CALCULATION EXAMPLE**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX M**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**CURRENT BAILMENT RATES**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX N**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**BOTTLE REDEMPTION HISTORICAL DATA AND BOTTLE BILL EXCERPTS**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX O**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**FY23 SALES BY AGENCY LIQUOR STORE**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

The document may be accessed by double clicking on the icon below.



**APPENDIX P**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**FIVE YEAR FISCAL SALES TOTALS BY CASE AND REVENUE**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

Five Year Fiscal Sales by Case and Revenue as referenced in sections 1.9.3 and 2.3 are provided below.

|  |  |  |
| --- | --- | --- |
| **Fiscal Year** | **Revenue** | **Cases** |
| 2019 | $199,525,405 | 1,275,287 |
| 2020 | $216,959,384 | 1,361,785 |
| 2021 | $235,531,035 | 1,451,232 |
| 2022 | $244,253,992 | 1,463,790 |
| 2023 | $256,910,158 | 1,454,223 |

**APPENDIX Q**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Alcoholic Beverages and Lottery Operations*

**RESPONSE TO PROPOSED SERVICES FORM**

**RFP# 202309200**

**Maine Wholesale Spirits Business**

Bidders must use the form below to provide their response to the Scope of Services defined in Part II, as instructed in Part IV, Section III.

The form may be accessed by double clicking on the icon below.

