



Arkansas Tech University

Business Services
404 N El Paso Avenue
Russellville, AR 72801
479-968-0269

REQUEST FOR PROPOSAL 24-001

SOLICITATION INFORMATION

Bid Number:	RFP 24-001	Solicitation Issued:	January 3, 2023
Description:	Beverage Pouring Rights – Russellville and Ozark Campus		

SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	February 23, 2024	Bid Opening Time:	4:00 p.m., Central Time
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Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids".

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	Business Services 404 N El Paso Avenue Russellville, AR 72801 479-968-0269 Vendors are responsible for delivery of their proposal documents to the university prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

ARKANSAS TECH CONTACT INFORMATION

Issuing Officer:	Jessica Holloway	Buyer's Direct Phone Number:	479-968-0333
Email Address:	jholloway@atu.edu	Main Number:	479-968-0269
Arkansas Tech Website:	http://atu.edu		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required**

1.1 **PURPOSE**

The purpose of this Request for Proposal (RFP) is to enter into a Sponsorship and Beverage Pouring Rights Agreement or Agreements (hereinafter "Agreement", which will refer to either one agreement or two agreements should multiple awards be made as described herein), whereby the successful vendor would be granted the following privileges:

1. Academic/Campus Sponsorship and Beverage Pouring Rights, defined as:
 - a. Beverage Vending
 - b. University Dining Service and Other Contracted Sales
2. Athletic Sponsorship and Beverage Pouring Rights

Note: Arkansas Tech Career Center (ATCC) will be excluded from this RFP

1.2 **ISSUING OFFICER**

The issuing officer is the sole point of contact in the selection process. Vendor questions regarding bid related matters should be made through the buyer. For question submission procedures see section 1.9 Clarification of RFP and Questions.

1.3 **TYPE OF CONTRACT**

- A. This contract is a term contract that will be awarded to a single vendor.
- B. The term of this contract **shall** be for seven (7) years. The anticipated starting date for the contract is July 1, 2024 with an option to renew for an additional three (3) years.
- C. The total contract term **shall not** be more than ten (10) years.

1.4 **BID OPENING LOCATION**

Proposals received by the opening time and date **shall** be opened at the following location:

**Business Services
404 N El Paso Avenue
Russellville, AR 72801
479-968-0269**

Note: No award will be made at the bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at the bid opening.

1.5 **DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 **DEFINITION OF TERMS**

- A. The buyer has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

1.7 **RESPONSE DOCUMENTS**

A. Original Proposal Packet

1. The original *Proposal Packet* **must** be received on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*, if applicable. (See *Subcontractors*.)
 - d. *Proposal* response to the *Information for Evaluation* section included in the *Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Proposal Packet*.
 - a. EO 98-04 Disclosure Form.
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

B. Financial Consideration Proposal

1. Vendor's original pricing proposal **must** be submitted in hard copy format.
2. Vendor **must** also submit one (1) electronic copy of the pricing proposal, on a flash drive, preferably in PDF.
3. The pricing proposal, including the hard copy and electronic copy, **must** be separately sealed from the Proposal Packet and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or electronic copies of their Proposal Packet.

C. Additional Copies and Redacted Copy of the Proposal Packet

In addition to the original *Proposal Packet* and the *Financial Proposal*, the following items should be submitted:

1. Additional Copies of the *Proposal Packet*
 - a. Seven (7) complete hard copies (marked "COPY") of the *Proposal Packet*.
 - b. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
2. One (1) redacted (marked "REDACTED") copy the original *Proposal Packet*, preferably on a flash drive. (See *Proprietary Information*.)
3. One (1) redacted (marked "REDACTED") copy the original *Financial Consideration Packet*, preferably on a flash drive. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Proposal response.
- B. The original *Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*.
 - All *Agreement and Compliance Pages*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Proposal response to the *Information for Evaluation* section of the *Proposal Packet*.

1.9 **CLARIFICATION OF RFP AND QUESTIONS**

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by **4:00 p.m.**, Central Time on or before **January 23, 2024** to the buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by the University. The University's consolidated written response is anticipated to be posted to the [Procurement Services](#) website by the close of business on **January 30, 2024**.
- B. Vendors may contact the buyer with non-substantive questions at any time prior to the bid opening.

- C. No oral statement by the University is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by the University.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Proposal Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 PRE-BID MEETING

There will be a **mandatory** pre-bid meeting on **January 18, 10:00 am, CST, located at 404 N El Paso, Business Services**. The purpose of this meeting is to visit University locations relative to the beverage program and to provide further clarification as may be required. Please hold all questions until this meeting. Questions that bidders may have after the pre-bid meeting must be submitted in writing no later than the referenced date in section 1.9 Clarification of RFP and Questions.

1.13 FINANCIAL CONSIDERATION PROPOSAL PRICING

- A. Vendor(s) **must** include all pricing in the Financial Consideration Proposal only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor.
- B. To allow time to evaluate proposals, financial proposals **must** be valid for 120 days following the bid opening.
- C. The *Financial Proposal*, including the hard copy and electronic copy, **must** be separately sealed from the *Proposal Packet* and should be clearly marked as "Financial Proposal".
- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit a Financial Consideration Proposal **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor must be identified as the prime contractor in each proposal. The prime contractor will be responsible for the contract and will be the sole point of contact with regard to the software and/or services described herein.
- B. The Vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of Arkansas Tech.
- C. The Contractor shall give Arkansas Tech immediate notice, in writing, by certified mail of any action which, in the opinion of the Contractor, may result in litigation related in any way to the contract or Arkansas Tech.

1.15 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 PROPRIETARY INFORMATION

- A. All Bidders should understand that Arkansas Tech is subject to the Freedom of Information Act (FOIA).

- B. Arkansas Tech will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the Owner until the notice of intent to award has been completed.
- C. Arkansas Tech will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.
- D. All Bidders are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and Arkansas Tech will assess the validity of said claim in advance of any release.

1.17 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the buyer.
- B. Vendor **must not** alter any language in any solicitation document provided by the University.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Proposals **must** be submitted only in the English language.
- E. The University **shall** have the right to award or not award a contract, if it is in the best interest of the University to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by the buyer.
- G. Qualifications and proposed goods or services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Vendors may submit multiple proposals.

1.18 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the University.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. Only written addenda are part of the bid packet and should be considered.

1.19 **AWARD PROCESS**

- A. Contracts and purchases will be made or entered into with the more responsible bidder meeting specifications.
- B. When more than one item is specified in the proposals, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- C. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the solicitation results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

1.20 **MINORITY BUSINESS POLICY**

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veterans as designated by the United States Department of Veteran Affairs
 - Women- Owned Businesses
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.21 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the buyer, but should also be included as a hardcopy accompanying the solicitation response.

C. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** certify on the Office of State Procurement's website, in the following link [DFA Illegal Immigrant Contractor Disclosure Certification](#), stating that they do not employ or contract with illegal immigrants.

1.23 PUBLICITY

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the University name in connection with any sales promotion or publicity event without the prior express written approval of the University.

1.24 RESERVATION

This solicitation does not commit Arkansas Tech to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

1.25 SCHEDULE OF EVENTS

ID	Event Description	Date
1	Release of RFP	January 3, 2024
2	Pre-Bid Meeting	January 18, 2024
3	Questions from Bidders due	January 25, 2024
4	Answers to questions posted*	February 1, 2024
5	RFP Submission deadline	February 23, 2024 4:00 CST
6	Evaluation complete*	April 20, 2024
7	Presentations*	April 23-25, 2024
8	Award of Agreement*	May 2024
9	Implementation and Transition Period	June 2024
10	Award Commences	July 1, 2024

*Anticipated Dates.

SECTION 2 – GENERAL INSTRUCTIONS AND PROPOSAL REQUIREMENTS

- Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

This Request for Proposal (RFP) is to obtain a qualified vendor to provide services for the sale, distribution and merchandising of beverages in a sponsorship and pouring rights agreement. The University hopes to establish a relationship that will complement the many new and exciting initiatives underway. The main goal is to enter into a long-term cooperative agreement and partnership with the vendor for beverage sales to enhance current operations and service levels while maximizing financial support to the University. This partnership will create new opportunities to provide substantial benefits for the University and its beverage supply partner. The vendor will work with the University to promote the sale of a national brand with a complete selection of high-demand current and future products provided through state-of-the-art equipment and quality service.

Arkansas Tech University is a state institution of higher education established in 1909 with programs at the certificate of proficiency, technical certificate, associate, baccalaureate, graduate and doctoral levels. The university has campuses in Russellville, Arkansas, and Ozark, Arkansas, as well as the Arkansas Tech Career Center (ATCC) in Russellville.

Arkansas Tech is home to almost 12,000 students, which makes it one of the three largest universities in the State of Arkansas. Arkansas Tech has been named one of the 10 fastest-growing public master's degree-granting universities in the United States by The Chronicle of Higher Education five consecutive years. Arkansas Tech ranks No. 1 in Arkansas and among the top five percent of institutions nationally in CollegeNet's Social Mobility Index, a measure of how much students' financial position improves after graduation.

Arkansas Tech offers more than 100 programs of study on its Russellville campus, including some of the most popular among college freshmen --- business, engineering, the physical and biological sciences, the social sciences and teacher education. Pre-professional programs prepare Tech students to become doctors, dentists, lawyers, pharmacists, physical therapists and veterinarians.

The Ozark Campus offers certificate of proficiency, technical certificate and associate's degree programs in 22 disciplines with a focus on workforce education and partnership with hundreds of industry partners in the region. Enrollment for the Ozark Campus includes approximately 2,000 students.

ATCC serves high school students, provides concurrent credit to 17 school districts and educates approximately 600 students in nine programs of study.

For more information on the University please see <http://atu.edu>

2.2 GENERAL AGREEMENT REQUIREMENTS

- A. The agreement will grant an exclusive right to make beverages available for sale and distribution at Arkansas Tech's facilities, excluding Arkansas Tech Career Center, consisting of real property owned, or contracted services (bookstore and dining/ convenience stores), operated by Arkansas Tech.
- B. It shall also include the exclusive right to install full- service vending machines, retail single- service beverage equipment, and fountain service equipment throughout the facilities.
- C. For purposes of the agreement, beverages shall mean all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to
 - 1) colas and other flavored carbonated drinks;
 - 2) fruit juice, fruit juice containing, and fruit flavored drinks;
 - 3) chilled coffee drinks;
 - 4) chilled tea products;
 - 5) hypertonic, isotonic, and hypotonic drinks (sports drinks, energy and fluid replacement);
 - 6) water whether carbonated or still, spring, mineral, or purified.

Beverages shall not include:

- 1) drinks provided at private catered events, provided Arkansas Tech did not sponsor the event and the beverages served are offered at no additional charge to the event attendees;
 - 2) beverages brought into a facility site by an attendee at an event or by students, faculty, or others for personal consumption;
 - 3) Future exemptions of signature beverages sold in a franchised food service company located at Arkansas Tech will be presented to the successful vendor for negotiation of exemption;
 - 4) cases where branded food concepts may require a specific beverage supplier
 - 5) alcoholic beverages and mixed drinks
 - 6) the dispensing or servicing of hot coffee or hot coffee- derived products;
 - 7) the service of tea at University- catered events, if such tea is served in cups;
 - 8) tap water;
 - 9) university branded water bottles or cans;
 - 10) beverages consumed by persons participating in the University collegiate sports programs specifically designed to enhance performance, strength, and conditioning; and
 - 11) milk and milk-based drinks such as milkshakes and malts.
 - 12) Visiting food truck vendors
- D. The concession agreement shall contain provisions regarding prices for products purchased under the agreement; the relationship with any contracted food service providers of Arkansas Tech; the number, location, installation, maintenance, and repair of vending machines and the prices of products sold in such machines and specific requirements with regard to the machines and their ability to convert to debit card vending; a schedule of when monies will be removed from the machines, a process for refunds due to customers as a result of

malfunction, payment of commission checks, gross sales report on a monthly basis, and annual accountings on the June 30 fiscal year of Arkansas Tech.

- E. The concession agreement shall contain terms concerning exclusivity, provisions for termination, obligations for taxes and insurance, compliance with applicable laws, regulations and policies, provisions for confidentiality to the extent permitted by law, representations and warranties of the respective parties, and other matters generally contained in similar agreements in the industry with public universities.

2.3 MANAGEMENT AND OPERATIONAL REQUIREMENTS

- A. The vendor is responsible for the set-up, installation and operational efficiency of all beverage equipment, accessories, product for all dispensing locations which may now exist or may be added in the future.
- B. The beverage agreement will be in effect during the entire year, but with reduced sales volumes during the summer months and university holiday periods. The level of services must be acceptable to the University at all times.
- C. The premises, equipment, supplies, and facilities shall be maintained in a satisfactory condition throughout the term of this contract. The vendor shall adhere to the highest standards of cleanliness and sanitary practices. The vendor shall act promptly to notify the University and remove product that becomes subject to a product recall. The vendor shall also promptly remove expired products from all machines and dining locations. Recognizing that a successful beverage program depends on favorable response from users, the vendor shall meet regularly to work with campus manager and/or authorized committees to maintain maximum efficiency and good public relations with students, faculty, and staff.
- D. There will be no minimum order requirements.
- E. The vendor shall be responsible for control of keys and building access cards obtained from the University and shall be responsible for all costs associated with rekeying and replacement of locking materials as a result of loss.
 - 1) The vendor shall be responsible for losses resulting from not properly securing or maintaining the security of an area while performing tasks required by this contract. That is, if the vendor uses keys or access cards to enter an area he/she must not prop open the door and must ensure that the door properly closes when he/she departs the area.
 - 2) The University shall provide the vendor with routine campus protection currently available to vending service, such as night patrol, door checks, security consulting, call responses, etc. The University and the vendor shall mutually determine the additional security measures required to control unauthorized access to all vending service areas included in the contract.

2.4 PERSONNEL REQUIREMENTS

- A. The vendor shall comply with all applicable governmental regulations related to the employment, compensation and payment of personnel and shall abide by all rules and regulations with regard to the employment of minors.
- B. The vendor and all employees of the vendor shall observe all university rules and regulations that are applicable to university employees while on campus.
 - 1) Arkansas Tech is a tobacco free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by Arkansas Tech and on and within all vehicles on the university property, and on and within all university vehicles at any location.
 - 2) The following conduct is unacceptable for the vendor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.
 - 3) Concealed Carry as prohibited by university policy
- C. The vendor must provide sufficient vending service representatives on the premises of the University to replenish machines as required, correct malfunctions of equipment, and promptly address complaints of short change or other items of customer dissatisfaction.
- D. All employees providing any type of service to vending machines, fountain or university food service equipment, or pouring equipment, are to be uniformed personnel with name badges or other identification prominently displayed.
- E. The vendor will provide a professional manager who will be accessible to university staff and knowledgeable about the university and all aspects of the beverage program, and who has full authority to make operational decisions on behalf of the vendor.

- F. The vendor shall provide, when needed, game day personnel and equipment in support of concession and vending sales at major athletic events.
- G. The vendor shall not subcontract all or any substantial part of the contract without prior written approval of the University. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Subcontractors shall be bound by the terms of any contract awarded under this RFP.

2.5 EQUIPMENT REQUIREMENTS

- A. The vendor shall, without cost to the University, supply, install, service and maintain all fountain, vending, cooler, display and other equipment used to sell, dispense or display beverages, which comply with the following and must maintain ample stock of all products dispensed and sold in the machines provided.
 - 1) All machines are to be new or recently refurbished equipment in exceptional operating condition and physical appearance. Prior to the start of the agreement and any subsequent equipment installation, equipment models proposed by the selected vendor must be approved by the University.
 - 2) The University reserves the right to reject certain machine models, graphic treatments or to order the removal of any individual machine at its sole discretion. The vendor will remove the equipment promptly upon the University's request.
 - 3) All machines will have a ground fault circuit interrupter (GFCI) installed by the vendor and the same will remain active at all times.
 - 4) All equipment shall have the highest energy efficiency ratings possible.
 - 5) The University will provide utilities and space for designated vending area and furnish access to Arkansas Tech property during regular business hours or as otherwise designated by the University.
- B. Fountain Dispensers and Related Equipment
 - 1) The vendor must supply and install dispensing equipment to any existing and new dining facilities. For informational purposes, the current food service areas are listed on Attachment D.
 - 2) The vendor shall ensure that fountain and related equipment are maintained and dispense appropriate product. (e.g., syrup/liquid mix, age, temperature, no overspray or spill)
 - 3) All dispensers shall be equipped with locks and/or shut off valves and shall be filtered with a stainless steel, vented double check valve backflow. Dispensers shall have a separate water supply shut off.
- C. Vending Machines
 - 1) The vendor shall provide the number of machines currently required by the University. By mutual agreement, the University and the vendor will determine the location of each new vending machine or removal of current vendor machine in order to maintain appropriate staff/student to vendor ratio and obtain maximum revenue generation. If the University sees a pattern of empty machines, the vendor will either need to refill the machines more frequently or add another machine in that area to satisfy the product demand. For informational purposes, the current number of beverage vending machines is listed on Attachment A.
 - 2) Appropriate consumer information shall be affixed to each machine that includes a unique identification number that is clearly visible, a repair service telephone number, and the procedure for obtaining a refund. Refund money must be made available, as requested, to provide immediate refunds to those who lose money in vending machines.
 - 3) All vending equipment shall be equipped with multiple payment options, including a coin mechanism accepting any combination of nickels, dimes, and quarters, a dollar bill validator, and debit/ credit cards, and ability to accept any future Arkansas Tech issued account or payment cards. As additional payment technologies become available and generally accepted within the vending industry, expanded payment options for the credit/debit cards or other cashless payment options are expected to be incorporated into on-campus vending machines by the vendor.

2.6 SERVICE AND MAINTANENCE REQUIREMENTS

- A. The vendor shall provide exemplary service and repair for all equipment at no cost to the University. Such service and repair shall be available within twenty-four hours, seven days a week. However, with respect to any and all university operations providing three (3) meals per day, repair of fountain equipment must occur before the next scheduled meal service. If the vendor is not able to perform the necessary repairs in the stated time frame, the vendor will arrange for a back-up repair service to repair the fountain dispensing equipment. Services relating to "out of service" vending machines must be resolved within six (6) hours, or immediately the following workday.

- B. A program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment, including vending and soft drink equipment, shall be instituted and carried out by the vendor.
- C. The food service locations will be considered favored clients and as such, service and delivery to these locations will be timely and locations will remain well stocked.
- D. The vendor will restock bottled beverage refrigerators and vending machines at least three (3) times per week or as needed to remain stocked. The vendor must predict and respond to seasonal needs, fluctuations, and demands, especially at the beginning of each semester.

2.7 PRODUCT REQUIREMENTS

- A. The vendor shall provide bottled and canned offerings according to deemed best practices.
- B. The University reserves the right to approve of all packaging, as to quality, size, graphics, and appearance, and to approve of any messages or advertising appearing on any packaging.
 - 1) Under no circumstances will the trademarks, service marks, designs, team names, nicknames, abbreviations, slogans, logo graphics, mascots, seals, or other symbols associated with or referring to another college or university be accepted on packaging, machines, or delivery trucks.
- C. For fountain drinks, the syrup must be in five (5) gallon or 2.5-gallon bags in a box or a university approved alternative.

2.8 SELECTION OF PRODUCT

- A. The vendor shall provide to the University its complete line of carbonated and non-carbonated vended beverages, including but not limited to water, soda, juice, punch, tea, energy, and sports drinks products.
- B. The University shall have the exclusive right to select the various kinds of products to be vended. It is the intent of the University to ensure the majority of items products are nationally advertised name brand first quality.
- C. If required by the University, the vendor must remove products that do not, in the opinion of the University meet the required criteria and replace with other products selected by the University.
- D. If required by the University, the vendor must furnish additional products in the machines as customers demand changes and/or new products become available.
- E. The vendor shall provide at a minimum one (1) healthy option, such as, water, fruit juice and other non-carbonated selections.

2.9 PRODUCT PRICING

- A. The University must agree to pricing. The selling price of all merchandise, including bottled and canned soft drinks, water, isotonic, energy drinks and any other products provided under the agreement shall be at a level mutually agreed upon by the university and the vendor, which will not be higher than the price normally charged to the public in the Russellville, Arkansas area.
- B. Any requests for price changes by the vendor for products provided under this agreement will require the specific and advance approval of the University. If the vendor desires to make changes in the price, quality, or quantity of beverages provided hereunder, the vendor must submit the requested changes and justification for the changes in writing to the University. Requests for price changes must be submitted no later than April 1 to become effective July 1 of each contract year. These requests must be accompanied by local pricing surveys of schools, hospitals, and other similar institutions to ensure that the requested price(s) are in line with the local market. The university will either approve or disapprove the changes within fifteen (15) working days after receipt of the request.
- C. Product cost for the syrup to the University or its food service contractor will be consistent with the best available national account price lists, agreements in place with the University food service contractor and or local best available marketing pricing, whichever is lower.

2.10 ACCOUNTING AND REPORTING REQUIREMENTS

- A. The vendor shall retain separate books, records and accounts relating to the operation of this agreement in a form and manner satisfactory to the University.
- B. The contract manager for the University will be the Associate Vice President of Business Services or delegate.
- C. At the close of each month's accounting period the vendor must provide the University and Athletics, as appropriate, with a summary income statement for all product sales occurring under this Agreement by product and service category for the month's operation and year-to-date.
- D. The vendor shall submit monthly the same information by individual vending machine and food service or other product delivery location.

- E. The vendor shall submit to the University within sixty (60) days following the close of its fiscal year a balance sheet, income statement, and statement of retained earnings accompanied by a certified public accountant's statement.
- F. The vendor shall report to the University's Office of Public Safety any and all acts of fraud, vandalism, damage, abuse, or lost/stolen product from their machine. The vendor shall request a University incident report and place on file a copy of that report to the Director of Procurement for the contract file. Any and all actions to reduce damage and or loss revenues will be discussed and mutually agreed upon by the vendor and University.
- G. The vendor must maintain a record of service calls that includes the machine number, location and type, time and date of the call, action taken, and the time and date repairs were made, these records must be furnished to the University on a quarterly basis or upon request.
- H. The term "Gross Revenues" as used herein should be construed to include all monies inserted and retained in the vending machines of vendor as well as any machine purchases through cards such as debit, credit cards or university cards.

2.11 INSURANCE REQUIREMENTS

- A. The vendor shall maintain liability insurance and shall file certificates of insurance with the University prior to the commencement date of the agreement and on an annual basis.
- B. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas.
- C. Failure to file certificates or acceptance by the University, which does not indicate the specified coverage, shall in no way relieve the contractor of their responsibility for maintaining adequate insurance.

2.12 ATHLETIC SPONSORSHIP AGREEMENT

- A. The athletic sponsorship agreement is for the purpose of providing the terms and conditions under which the party will be a major supporter and sponsor of Arkansas Tech including its intercollegiate athletic program by making substantial contributions that will service to aid, support, and assist Arkansas Tech in carrying out its mission as a public educational institution and to support its intercollegiate athletic programs. The agreement shall contain provisions pursuant to which the party will be designated as a "sponsor" or "proud sponsor" of the Arkansas Tech (or similar designations) for all intercollegiate sports events held at Arkansas Tech facilities.
- B. The agreement will contain provisions for an initial sponsorship fee and thereafter annual sponsorship fees, as well as for donations of products in kinds. The agreement will contain other terms and conditions similar to, or substantially the same, insofar as relevant as are contained in the concession agreement, it is the intention that the agreement be drafted to comply with rules and regulations of the United States Department of the Treasury Internal Revenue Service concerning Taxation of Tax-Exempt Organizations' Income from Corporate Sponsorship.
- C. Arkansas Tech shall also provide for recognition of sponsorship during television and public address announcements, programs and other athletically-related publications, outfield and scoreboard signage at Thone Stadium (TBD), Baswell Field and Chartwell Sports Complex, scoreboard signage in Tucker Coliseum, and exclusive sponsorship of one men's basketball game.
- D. In the event that Arkansas Tech expands the University's athletic program or athletic facilities at any time during the existence of the agreement regarding athletic pouring rights, the parties agree that the amount of the pouring rights guarantee attributable to that venue shall be increased in proportion to the amount of capacity and/or enhanced concessions created by the change. The parties will negotiate in good faith with regard to the same, and the respondents are invited to explain any attribution of the athletic pouring rights guarantee to a specific venue in their response.
- E. Campus signage may include more than one sponsor.

2.13 ATHLETICS SPONSORSHIPS BENEFITS

Signage

- A. Sponsorship panel on scoreboards at Bazwell Field, Chartwells Sports Complex, Tucker Coliseum, Thone Stadium (digital)
- B. Other signage opportunities; video boards

PA Announcements

- A. Open and/or halftime credits at football, volleyball, basketball, softball and baseball

Corporate Game Sponsorship

- A. Men's and Women's Basketball Double Header-Game ball presentation at halftime of the women's game
- B. Ability to play a commercial at half-time of the sponsorship game
- C. 4 Passes to the Presidents Suite during football games

Schedule Card Magnets

- A. Logo included on any schedule card magnets that are sent out

Website Recognition

- A. Logo included on arkansastechsports.com website as an official sponsor

Gameday Social Media Graphics

- A. Logo included on all social media gameday graphics

Note: Scoreboard sponsorship may be subject to change upon award of RFP.

2.14 LICENSE AGREEMENT

- A. The license agreement will grant the right to use and produce Arkansas Tech's trademarks in connection with distribution, sale, and promotion of beverages and products. "Arkansas Tech Marks" mean agreed sponsorship designations and the Arkansas Tech characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, trade names, uniforms, and proprietary designations owned, licensed to, or controlled by the Board on behalf of Arkansas Tech which relate to Arkansas Tech or which were created during the term of the agreement. The agreement will grant to the party a non-exclusive license to use the Arkansas Tech marks for the limited purpose of promoting the party's beverages and products within the context of promotional activities. The agreement will also restrict during its term the use or reproduction of Arkansas Tech marks by any other person or entity which competes commercially with the party in the commercial field of "Beverages".
- B. The license agreement shall contain Terms for annual license fee payable in lump sum or in installments during the term of the agreement.
- C. The license agreement shall contain other terms and conditions contained in the concession agreement and the sponsorship agreement insofar as they are relevant to the license agreement. The license agreement shall contain other terms and conditions acceptable to Arkansas Tech and customarily contained in similar license agreements in the industry with public institutions.

2.15 GIFTS AND DONATIONS- ACADEMIC INITIATIVE AND STUDENT SERVICES

- A. Gifts and product donations to support student development initiatives and establish endowed scholarship funds or for the benefit of Arkansas Tech's general scholarship fund shall be subject to customary policies of Arkansas Tech with respect to such agreements. Endowed funds may bear the name of the donor or a name agreed upon by Arkansas Tech and the donor and may delineate the class of prospective recipients of such scholarships and the requisite qualifications to be awarded and continue to receive such scholarships.

2.16 SUSTAINABILITY AND RECYCLING INITIATIVES

- A. Provide information on corporate environmental practices promoting sustainability measures. Describe the type of products or equipment that will be used to enhance or improve the University's sustainability with the reduction of energy and with the use of recycled products. Include proposals for reducing, reusing and recycling resources, recycling initiatives on campus, disposal of solid waste, and conservation efforts. Submit additional information, if available, with regard to other potential measures to reduce energy consumption in vending machines.

2.17 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Table 1: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The University may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The University **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The University **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the University **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the University due to the assessment of damages, vendor **shall** follow the direction of the University regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE
Vending Machines	Machines will be adequately stocked 95% of the time.
University logos, images or trademarks represented on products, machines, or delivery trucks	Zero (0) tolerance
Response time to calls	95% of calls responded to within 24 hours
Annual Financial Reports	Due no later than sixty (60) after the fiscal year
Monthly Reports	Due each month

SECTION 3 – CRITERIA FOR EVALUATION AND SELECTION

3.1 EVALUATION

It is the intent of the University to award a contract to the Respondent(s) deemed to be the most qualified and responsible organization(s), who submits the best overall Proposal based on an evaluation of all Proposals. Selection shall be based on the University's assessment of a Respondent's ability to provide adequate service on the most favorable terms, as determined by the evaluation committee elected to evaluate Proposals. The University reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to the University.

Information for Evaluation:

Each Proposal will be evaluated on the elements below including **Section III** criteria as well as other requirements identified in this RFP, and will be assigned a score of up to one hundred (100) points possible based on the following items:

1. **Complete/Thorough Proposal (15 Points)**

Respondent with the highest rating shall receive fifteen (15) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Understanding the nature of the RFP.
- Adherence to University Requirements.
- Compliance with requirements and scope of the RFP.
- Respondent's proposed commitment to maximizing the availability of beverage and vending services.
- Project timeline (capacity to implement the project within specified timeframe).

2. **Respondent Qualification (20 Points)**

Respondent with highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Profile of organization (Respondent Overview)
- Relevant Experience
- Demonstration of Respondent's prior successful experience with specified activities
- References/detailed proof of all requested qualification and specified services
- Demonstrated commitment to sustainability
- Demonstrated commitment to corporate responsibility

3. Marketing Plan, Comprehensiveness of Products, and Equipment (25 Points)

Respondent with the highest rating shall receive twenty-five (25) points. Points shall be assigned based on factors within this section, to include but are not limited to:

- Digital Marketing Plan
- Social Media Marketing Plan
- Traditional Marketing Support (Public Address Announcement, TV, Newspaper)
- Graphic Designs
- Marketing Support Team/Plan
- Wide range of products that appeal to college students & fans
- Right-sized Equipment with the newest technology and features
- Customer Service and Maintenance support program

4. Financial Proposal and Cost of Products (40 Points)

Respondent with highest rating shall receive forty (40) points. Points shall be assigned based on applicable factors within this category, to include but are not limited to:

- Athletic Sponsorship
- Academic/Campus Sponsorship
- Premium Payment for Award of Total Academic/Campus and Athletics Sponsorship
- In-Kind Campus Product Support
- In-Kind Athletic Product Support
- Support for Student Activities, Scholarships, and University Programs
- The cost of all products to be charged to the University or the University's concessionaires.
- Athletic scoreboards and/or signage
- Growth Incentive

Failure of the Respondent to provide in the Proposal any information requested in this RFP may result in disqualification of Respondent's Proposal and shall be the responsibility of the Respondent.

3.2 PRESENTATION SCORE

- A. Highest scoring vendors will be contacted to schedule a presentation.
- B. After each presentation is complete, the Evaluation Committee members will have the opportunity to discuss the presentation and submit an overall presentation score.
- C. Vendors who score the highest from the presentation may be offered an award or enter into discussions.

The discussion process may be repeated until the University, at its sole discretion awards a Contract, gives notice of anticipated award, terminates this RFP, or otherwise decides to conclude the discussions for any reason.

Best and Final Offer: Respondents must be prepared to respond to a Best and Final Offer, if requested. The University reserves the right to award a Contract based on the submitted Proposal without a Best and Final Offer therefore, all Proposals should be complete and meet all RFP requirements. The University may elect, at its sole discretion, to request best and final offers. If the University chooses to invoke a "Best and Final Offer" option, all responses will be re-evaluated by incorporating the information as requested in the official "Best and Final Offer" document, including costs and answers to specific questions presented in the document. The specific format for the official "Best and Final Offer" request will be determined during evaluation. The official request for a "Best and Final Offer" will be issued by the University Procurement Department.

Proposals shall remain valid and current for the period of one hundred twenty (120) days after the Proposal due date and time for submission of Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:
Arkansas Tech University
ATTN: Business Services
404 N Boulder Ave.
Russellville, AR 72801
- B. Payment will be made in accordance with applicable Arkansas Tech accounting procedures upon acceptance by Arkansas Tech.
- C. Arkansas Tech may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the Contractor has successfully satisfied Arkansas Tech as to the services rendered.
- D. Vendor should invoice Arkansas Tech by an itemized list of charges.
- E. Purchase Order Number should be referenced on each invoice.

4.2 CONTRACT INFORMATION

- A. The University may not contract with another party:
 - i. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract
 - ii. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason
 - iii. To indemnify, defend, or hold harmless any party for any liability and damages
 - iv. Upon default, to pay all sums to become due under a contract
 - v. To pay damages, legal expenses or other costs and expenses of any party
 - vi. To continue a contract once the equipment has been repossessed
 - vii. To conduct litigation in a place other than Pulaski County, Arkansas
 - viii. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas
- B. A party wishing to contract with Arkansas Tech University should:
 - i. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession
 - The right to accrued payments
 - The right to expenses of de-installation
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded
 - ii. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law
 - iii. Include in its contract that the laws of the State of Arkansas govern the contract
 - iv. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official
- C. Arkansas Tech University may contract with another party:
To accept the risk of loss of the equipment and pay for any destruction, lost or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and hold harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 STATEMENT OF LIABILITY

- A. Arkansas Tech will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of Contractor-owned items to be delivered or to be used in the installation of deliverables.
- B. The Vendor **shall** be required to retain total liability until the deliverables have been accepted by the “authorized Arkansas Tech official.”
- C. At no time will Arkansas Tech be responsible for or accept liability for any Vendor-owned items.

4.5 RECORD RETENTION

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by Arkansas Tech policies. Upon request, access **will** be granted to Arkansas Tech, State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to Arkansas Tech designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 PRICE DECREASE

In the event of a price decrease, the University shall be guaranteed full benefit of any savings that may occur during the term of this contract.

4.7 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the University **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

4.8 TIME OF PERFORMANCE

Time is of the essence in the rendering of services hereunder. Vendor agrees to perform all obligations and rendering of services set forth in this RFP.

4.9 DEFAULT

- A. In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the contract with the University, the University may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days; and in the event the Vendor fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice.
- B. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

4.10 INDEMNIFICATION

Under Arkansas law, Arkansas Tech University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with Seller that: (a) it will cooperate with Seller in the defense of any action or claim brought against Seller seeking the foregoing damages or relief; (b) it will in good faith cooperate with Seller should Seller present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

4.11 PERMITS AND LICENSES

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

4.12 TERMINATION

- A. The agreement may be terminated, without penalty, by the University without cause by giving 30 days written notice of such termination to the seller.
- B. In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

4.13 INDEPENDENT VENDOR STATUS

- A. Vendor agrees that its employees and agents have no employer-employee relationship with the University (refer to Contract/Disclosure Form).
- B. The University shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the University furnish any medical or retirement benefits or any paid vacation or sick leave.

4.14 RIGHT TO AUDIT

- A. At any time during the term of the agreement and for a period of four (4) years thereafter the University's audit representative, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement.
- B. In the event such an audit by the University reveals any errors/overpayments, the Vendor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University at its option, reserves the right to deduct such amounts plus interest owed the University from any payments due Seller.

4.15 ACCEPTANCE OF PRODUCTS AND SERVICES

- C. All services performed under this agreement shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the agreement.
- D. The University reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

4.16 NON-DISCLOSURE

- E. Vendor and the University acknowledge that they or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.
- F. Neither party shall use any such information for its own benefit or make such information available to any person, Bidder, corporation, or other organizations, whether directly or indirectly affiliated with Vendor or the University, unless required by law.

4.17 NON-WAIVER OF DEFAULTS

Any failure of the University at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the University at any time to avail itself of same.

4.18 CANCELLATION

- A. Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel.
- B. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions.

- C. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation.
- D. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance.
- E. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

4.19 SEVERABILITY

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.20 CONDITIONS OF CONTRACT

The successful Vendor **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.

4.21 AWARD RESPONSIBILITY

The University will be responsible for award of any resulting contract. Arkansas Tech shall be responsible for the administration of any resulting contract.

4.22 NEGOTIATIONS

As provided in this solicitation and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

4.23 GOVERNING LAW

This agreement shall be construed and governed by the laws of the State of Arkansas.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**

5.1 PREPARATION OF PROPOSALS

- A. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- B. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- C. Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the proposal request is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this proposal request. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the request.
- D. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- E. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

5.2 SUBMISSION OF PROPOSALS

Bids, modifications or corrections thereof received after the closing time specified will not be considered.

5.3 ACCEPTANCE OF PROPOSALS

- A. The University reserves the right to accept or reject all or any part of a proposals or any and all proposals, to waive any informality, and to award the proposals to best serve the interest of the University.
- B. If a bidder fails to state the time within which a proposal must be accepted, it is understood and agreed that the University shall have 120 days to accept.

5.4 ERROR IN BID

In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

5.5 AWARD

- A. Award shall be made all or none to the most responsible responsive bidder per score results.
- B. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- C. When more than one item is specified in the proposals, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- D. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Request for Proposals results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

5.6 DELIVERY

- A. The Request for Proposals will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
- B. Delivery shall be made during University work hours only, 8:00 a.m. to 4:00 p.m., unless prior approval for other shipment has been obtained.
- C. Packing memoranda shall be enclosed with each shipment.

5.7 ACCEPTANCE AND REJECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

5.8 TAXES AND TRADE DISCOUNTS

- A. Do not include state or local sales taxes in bid price.
- B. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

5.9 DEFAULT

- A. Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- B. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

5.10 WAIVER

The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

5.11 CANCELLATION

Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

5.12 ADDENDA

- A. Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the proposal opening, the bid date will be reset giving bidders ample time to answer the addendum.
- B. Only written addenda is part of the bid packet and should be considered.

5.13 ALTERNATE BIDS

Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

5.14 BID OPENINGS

Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

5.15 DEBRIS REMOVAL

All debris must be removed from the University after installation of said equipment.

5.16 LACK OF FUND

Arkansas Tech may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file claim with Arkansas Claims Commission. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may also file claim.

5.17 DISCRIMINATION

In order to comply with the provisions of Act 954 of 1977 relating to unfair employment practices, the bidder agrees as follows: (a) the bidder will not discriminate against any employee or applicant for employee because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute and/or the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor of vendor.

5.18 INVOICING

The contractor shall be paid upon completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and the purchase order number, (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the Arkansas Tech Accounts Payable.

5.19 PRICING

Bidders must quote F.O.B. inside destination and must bid the unit price. In case of such errors in extension, unit price shall govern. Prices are Bidder and, thus, are not subject to escalation unless otherwise stated in the solicitation. Unless otherwise specified, the bid must be Bidder for acceptance for 120 days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the solicitation.

5.20 GUARANTY

All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that, if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration has been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of deliver, unless otherwise specified herein.

5.21 STORAGE

Arkansas Tech will be responsible for storage if the contractor delivers within the time required and Arkansas Tech cannot accept delivery.

5.22 VARIATION IN QUANTITY

Arkansas Tech assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the Arkansas Tech purchase order.

5.23 STATE PROPERTY

Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of Arkansas Tech and the State and shall be kept confidential, used only as expressly authorized and returned to Arkansas Tech at the contractor's expense. Commodities must be properly identified by description when returned.

5.24 PATENTS OR COPYRIGHTS

The contractor agrees to indemnify and hold Arkansas Tech harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

5.25 ASSIGNMENTS

Any contract entered into pursuant to the RFP is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

5.26 OTHER REMEDIES

In addition to the remedies outlined herein, the contractor and Arkansas Tech have the right to pursue any other remedy permitted by law or in equity.

5.27 CONTINGENT FEE

The bidder guarantees that he has not retained a person to solicit or secure the contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bon a fide employee or bon a fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

5.28 ANTI-TRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to the RFP, the bidder named on the front of the RFP acting herein by the authorized agent, hereby assigns, sells and transfers to Arkansas Tech all rights title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued.

5.29 CLARIFICATIONS

Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. Arkansas Tech will not be responsible for any oral

explanations or interpretations of this bid. All questions concerning this RFP must be addressed to Arkansas Tech Procurement Services, 203 West O Street, Russellville, AR 72801. (479-968-0269)

5.30 PROPRIETARY INFORMATION

All bid information, bids, applications, briefs, sales brochures, etc. will become the property of Arkansas Tech when submitted in response to this RFP. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

5.31 PRODUCT INFORMATION

Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

5.32 TERMS AND CONDITIONS

To be considered, bidders must include as part of their bid all of the provisions of this RFP. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this RFP and the bidder's response.

5.33 PROHIBITION ON CONTRACTING WITH ENTITIES THAT BOYCOTT ISRAEL

In accordance with Ark. Code Ann. § 25-1-503, Vendor hereby certifies to University that Vendor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Vendor breaches this certification, University may immediately terminate this agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

5.34 MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated 1-2-03 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander and women-owned." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority business. Bidders unable to include minority owned business as subcontractors "may explain the circumstances preventing minority inclusion".

5.35 CONTRACT INFORMATION

Bidders should note the terms and conditions stated in regard to the State's contracting authority and amend documents accordingly. Failure to conform to these standards may result in rejection of bid.

Attachment A
Current Beverage Vending Locations

Equipment Sub-Type	Location	Equipment Sub-Type	Location
VEN 72 MED Magnum	ATU Brown Hall#2	URN 1Vlv	Cafeteria South Counter
VEN 72 SM Magnum	Baswell Hall	URN 1Vlv	Cafeteria North Counter
VEN 72 SM Magnum	Caraway CCR	COO 2DR SL 4148 Pass Through	Tucker Coliseum 2
VEN 72 SM HVV	Chartwells-Tennis	URN 1Vlv	Cafeteria East Counter
VEN Glass Front 72 LG Roboti	Corley Hall	COO 2DR SL 41CF	Basketball Concession
VEN 72 MED Magnum	Crabaugh Hall	URN 2Vlv	Clarksville Cafeteria Counter
VEN Glass Front 72 LG Roboti	Dean Hall HV	VEN Glass Front 72 LG Roboti	Career Center
VEN Glass Front 72 LG Roboti	Energy Studies	POS Countertop Juice 2Vlv	Cafeteria
VEN 72 MED Magnum	Hughes Hall CCR	URN 1Vlv	Cafeteria
VEN Glass Front 72 LG Roboti	Hull Hall	VEN 72 MED Magnum	Career Center
VEN Glass Front 72 LG Roboti	Hull PE # 2	COO Countertop 1DR 6/7CF	C-Store 1
VEN 72 MED Magnum	Hull PE Gatorade	POS Countertop Juice 4Vlv	Service Counter
VEN 72 MED Magnum	Jones - Left Entrance	VEN 72 MED Magnum	Morton Hall
VEN 72 MED Magnum	JONES HALL	Equipment Sub-Type	Location
VEN 72 MED Magnum	M Street Dorm HV	URN 1Vlv	East Station 2
VEN 72 MED Magnum	M street residence	POS Combo 200lb 10Vlv	Cafeteria
VEN 72 MED Magnum	McEver Hall	COO 2DR SL 4148 Pass Through	Tucker Coliseum 1
VEN 72 MED Magnum	McEver HV Outside	URN 2Vlv	Cafeteria
VEN 72 MED Magnum	Norman Art Complex	BRP Water Boost Filter 2 Gal	Service Area
VEN 72 MED Magnum	Nutt Hall	COO 2DR SL 45/47CF	Tucker Basketball 1
VEN 72 MED Magnum	Nutt Hall 3rd Floor	URN 1Vlv	Cafeteria
VEN 72 MED Magnum	Nutt Hall 4th Floor	URN 2Vlv	Baswell Tech
VEN 72 MED Magnum	Paine Hall #1	POS Combo 150lb 6Vlv	Cafeteria
VEN 72 MED Magnum	Paine Hall #2	POS Combo 200lb 8Vlv	Cafeteria
VEN Glass Front 72 LG Roboti	Physical Plant	URN 1Vlv	Baswell Tech 2 Grn
VEN 72 SM HVV	Ross Library	COO 2DR SL 41CF	Tucker Gym
VEN Glass Front 72 LG Roboti	Rothwell	COO 2DR SW 47/49CF	Tucker 2
VEN 72 MED Magnum	Tomlinson	URN 2Vlv	East Station 1
VEN 72 SM Magnum	Turner Hall 1	Equipment Sub-Type	Location
VEN 72 MED Magnum	Turner Hall 2	POS Combo 150lb 6Vlv	Outside at Tank
VEN 72 MED Magnum	Williamson Hall	POS Combo 150lb 6Vlv	Baswell Tech Lancer Unit 1
VEN 72 MED Magnum	Wilson Hall 1 CCR	POS Combo 175lb 8Vlv	Cafeteria
VEN 72 MED Magnum	Wilson Hall South CCR	BRP 10Vlv	BACK ROOM
VEN Glass Front 72 LG Roboti	Witherspoon	URN 2Vlv	Cafeteria 2
VEN Glass Front 72 LG Roboti	Witherspoon Northwest	POS Combo 150lb 6Vlv	Baswell Tech Lancer Unit 2
VEN Glass Front 72 LG Roboti	Witherspoon Southeast		
Equipment Sub-Type	Location		
COO 2DR SW 47/49CF	C-Store in Cafeteria		
COO 1DR 26CF	Football Stadium 9		
COO 2DR SW 47/49CF	Football Stadium 6		
COO 2DR SW 47/49CF	Football Stadium 1		
COO 2DR SW 47/49CF	Football Stadium 5		
COO 2DR SW 47/49CF	Football Stadium 3		
COO 2DR SW 47/49CF	Football Stadium 4		
COO 2DR SW 47/49CF	Concession 2		
COO 2DR SW 47/49CF	Concession		
COO 1DR 26CF	North Football Concession		
COO 1DR 26CF	Football Stadium 8		
URN 1Vlv	Cafeteria		

Continued

**Attachment A continued
Locations**

Reference: Bottle & Can = B&C
 Full Service Vending = FSV
 Fountain = FTN

Acct. Name	2022	2021	VS. 2021	Index
ATU FREE PRODUCT	311	85	226	365.9
CHARTWELLS@ATU CAFETERIA	3,582	3,205	377	111.8
CHARTWELLS@ATU C STORE	388	718	-330	54.0
ATU FULL SERVICE VENDING	1,185	968	217	122.4
CHARTWELLS@ATU BASWELL TECH	8,219	8,075	144	101.8
ATU STUDENT SERVICES	240	261	-21	92.0
ATU OZARK	370	454	-85	81.4
Total	14,295	13,767	528	103.8

Attachment B
Performance by Package

FSV Performance by Package

Package	2022	2021	vs. 2022
BIB 5G Total	4,085	3,993	92
16.9oz Total	2,863	3,014	-151
20oz Total	2,524	2,205	319
BIB 3G Total	2,517	2,368	149
Can 16oz Total	938	754	184
13.7oz Total	296	272	24
15.2oz Total	236	214	22
1 Liter Total	224	183	41
Can 15oz Total	145	144	1
28oz Total	118	141	-23
14oz Total	72	71	1
18.5oz Total	70	67	3
Can 12P Total	69	86	-17
Can 12oz Total	46	29	17
Can 24P Total	34	8	26
12oz Total	18	10	8
Can 9.6oz Total	18	18	0
23.7oz Total	10	13	-3
Can 8P Total	7	5	2
Can 13.65oz Total	4	0	4
11.16oz Total	1	42	-41
11oz Total	0	8	-8
2 Liter Total	0	3	-3
BIB 1.5G Total	0	11	-11
BIB 1G Total	0	103	-103
Can 15P Total	0	4	-4
Total	14,295	13,767	528

Attachment C
Performance by Brand
Bottles & Cans

Overall Volume by Brand	2022	2021	vs. 2021
Aquafina Base Total	3,335	3,524	-190
Dr Pepper Total	1,503	1,513	-10
Gatorade Total	1,450	1,476	-26
Tropicana Juice Non Chilled Total	1,140	1,033	107
Mt Dew Total	1,092	1,089	3
Pepsi Total	922	927	-5
Dole Total	715	479	236
Sierra Mist LL RS Total	576	541	35
Pepsi Dt Total	382	369	13
Bang Total	363	427	-63
Rockstar Total	332	184	148
Frappuccino Total	296	272	24
LifeWTR Total	261	230	31
Gatorade Propel Total	231	126	105
Mt Dew Energy Total	200	69	131
Crush Total	156	132	24
Lipton Brisk Total	145	80	65
Mug Total	140	99	42
Lipton Iced Tea Total	121	214	-93
Starbucks DS Energy Total	100	102	-2
Mt Dew Code Red Total	83	88	-5
Lipton Pure Leaf Total	71	67	4
Gatorade Gatorlyte Total	68	0	68
Pepsi Wild Cherry Total	68	68	0
SoBe Life Water Total	63	108	-45
Lipton Brisk Fruit Total	61	50	11
Ocean Spray Total	56	56	0
Gatorade Zero Total	55	39	16
Muscle Milk Pro Total	53	19	34
Mt Dew Kickstart Total	48	73	-25
Starbucks TS Energy Total	45	36	9
Celsius Total	38	0	38

Pepsi Zero Sugar Total	25	19	6
Muscle Milk Total	19	52	-33
Starbucks Cold Brew Total	18	18	0
Dole Lmnd Total	17	26	-8
Mt Dew Dewmocracy Total	17	10	7
Mt Dew Live Wire Total	9	17	-8
Schweppes Total	6	9	-3
Bubly Bounce Total	5	0	5
Nitro Pepsi Total	4	0	4
Bubly Total	2	14	-12
Tropicana PP & Ess Total	2	10	-8
Mt Dew AMP Total	2	16	-15
Mt Dew Baja Blst Total	1	0	1
Starbucks Baya Total	1	0	1
AMP Total	0	4	-4
BANG KETO Coffee Total	0	6	-6
Citrus Springs Total	0	11	-11
Dt Sierra Mist LL ZS Total	0	1	-1
Flavorworks Total	0	21	-21
Gatorade G2 Total	0	0	0
Gatorade Propel Zero Total	0	25	-25
Mt Dew Ice Total	0	0	0
Naked Jce Smoothie Total	0	7	-7
Pepsi Vanilla Total	0	2	-2
Starbucks Cold & Crafted Total	0	8	-8
Sierra Mist Total	-1	0	-1
Total	14,295	13,767	528

Continued

Attachment C**Fountain Performance by Package and Brand**

Arkansas Tech University Volume by Channel				
	2022	2021	vs. 2021	Index
Bottle & Can	6,138	5,869	269	104.6
Full Service Vending	1,555	1,423	132	109.3
Fountain	6,602	6,475	127	102.0
Total	14,295	13,767	528	103.8

Attachment D**Food Service Locations**

Name	Location	Current Hours
Chambers Cafeteria	204 West O Street, Russellville, AR 72801	M-F 7:00am-7pm; Sat -Sun 10:30am-1:30pm 4:30pm-7:00pm
Baz Tech	306 West O Street, Russellville. AR 72801	M-F 7:00am-10pm; Sat & Sun 11:00am-10pm
Hull Smoothie Bar	1306 N El Paso Ave, Russellville, AR 72801	M-F 11:00am-2:00pm 6:00pm-10:00pm



Arkansas Tech University

Business Services
404 N El Paso Avenue
Russellville, AR 72801
479-968-0269
RFP 24-001

FINANCIAL PROPOSAL PACKET

CAUTION TO VENDOR

Vendor's failure to submit required items and/or information as specified in the *Bid Solicitation Document* **shall** result in disqualification.

Attachment 1
SIGNATURE CERTIFICATION PAGE

RFP Release Date: January 3, 2024
Proposal Due Date and Time: February 23, 2024 4:00 p.m.
Contractor Commences Performance: July 1, 2024

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PROCUREMENT OFFICE. **Companies who do not attend the Mandatory Pre-Proposal meeting on January 18, 2024 may not be allowed to submit a proposal.**

Company Name: _____

(Please print or type)

Name: _____

Title: _____

Address: _____

Email: _____ **Phone:** _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of Arkansas Tech University prior to the official review of this bid.

THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Signature: _____

Date: _____

Sponsorship and Beverage Pouring Rights Agreement Financial Proposal

All respondents are required to complete the following financial proposal. Please refer to the RFP for additional information, values and proposed minimum requirements.

PLEASE NOTE: The financial proposal shall be placed in a separate sealed envelope clearly marked on the outside.

(Note: Items listed on this Bid Form are in addition to all other financial requirements and obligations outlined in this RFP)

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

% _____

2. MINIMUM ANNUAL GUARANTEE: (The minimum amounts shall be paid to the University as revenue as follows):

i) Guaranteed Annual Minimum: \$_____

ii) Percent Commission to the University from Gross Revenue over \$_____ annually: _____%

3. ADDITIONAL FINANCIAL INCENTIVES: (Scholarships, etc.)

Attachment 3

REFERENCE SHEET

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive. List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

Reference 1

Name of Firm: _____
Contact Name: _____
Email: _____
Phone: _____
Address: _____
Dates of Service: _____
Description of Service: _____

Reference 2

Name of Firm: _____
Contact Name: _____
Email: _____
Phone: _____
Address: _____
Dates of Service: _____
Description of Service: _____

Reference 3

Name of Firm: _____
Contact Name: _____
Email: _____
Phone: _____
Address: _____
Dates of Service: _____
Description of Service: _____
