



UNIVERSITY  
of ARKANSAS  
AT PINE BLUFF  
—1873—

1200 N. University Drive  
Pine Bluff, Arkansas 71601

# REQUEST FOR PROPOSAL

BID SOLICITATION DOCUMENT

**DUE TO EXECUTIVE ORDER EO 20-03 ARK. CODE ANN. § 12-75-114/CORONAVIRUS (COVID-19)  
BIDS MUST BE SUBMITTED ELECTRONICALLY**

Issue Date: March 20, 2020	Bid Opening Date: May 29, 2020
Bid No: UAPB A117	Bid Opening Time: 11:00 A.M. CST
Bid Subject: Sponsorship and Beverage Pouring Rights Proposal	Type of Contract: TERM
SUBMIT TO: UAPB Procurement Department  BY EMAIL: <a href="mailto:trotterw@uapb.edu">trotterw@uapb.edu</a>  Messenger: 1200 University Drive Office of Procurement Room 102 – Administration Bldg. Pine Bluff, AR 71601	FOB: UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601
Attention:  Wuanita Trotter Interim Director of Procurement	Director's Phone: (870)575-8736 Fax No: (870)575-4647 Email: trotterw@uapb.edu

Deliver proposal submissions for this Request for Proposal must be received in the **UAPB Procurement Department** on or before the designated opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UAPB. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**

## Proposal's Outer Packaging:

Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.

- Solicitation number
- Date and time of proposal opening
- Prospective Contractor's name and return address

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## SCHEDULE OF EVENTS

### DATES

<b>Release of RFP*</b> .....	March 20, 2020
<b>Deadline for Receipt of Questions</b> .....	April 3, 2020
(Note: Questions should be e-mailed to Wuanita Trotter at <a href="mailto:trotterw@uapb.edu">trotterw@uapb.edu</a> )	
<b>Deadline for UAPB to Respond to Questions</b> .....	April 10, 2020
<b>Deadline for Receiving Request for Proposal (RFP) and Opening Date (11:00 A.M. CST)</b> .....	May 29, 2020
<b>Evaluation Period</b> .....	June 1-5, 2020
<b>Preparation of the Professional Service Contract for Legislative Review prior to Award</b> .....	June 8-12, 2020
➤ EEO Policy	
➤ Illegal Immigrant Certification	
➤ Contract Grant and Disclosure	
<b>Notification of intent to award</b> .....	July 1, 2020

**\*RFP= Request for Proposal**

**There will be no penalty to UAPB should the time periods listed after the Proposal opening date vary. However, diligence will be given to comply with the schedule as listed herein.**

**\*\*Contingent upon Legislative Review dates availability.**

## About the University of Arkansas at Pine Bluff

The University of Arkansas at Pine Bluff (UAPB) is a state land-grant institution with historically black colleges and universities (HBCU) heritage. It was founded in 1873 and is the second oldest public institution of higher education in Arkansas, one of two with a land-grant mission, and the state's only public historically black college or university.

Today, UAPB is a member of the University of Arkansas System and is governed by a Board of Trustees. The UA System provides communities in Arkansas with access to academic and professional opportunities, develops intellectual growth and cultural awareness in its students, and applies knowledge and research skills to an ever-changing human condition. The system enrolls more than 70,000 students and employs over 17,000 employees and has a total budget of over \$2 billion.

UAPB offers one Ph.D. degree, nine master's degrees, and 30 baccalaureate degree programs through five schools/colleges: The School of Education, the School of Arts and Sciences, the School of Business and Management, the School of Agriculture, Fisheries and Human Sciences, and the University College. Three non-degree programs/divisions complete this academic structure: the Carolyn F. Blakely Honors College, Graduate and Continuing Education, and Military Science. Since inception, the University has grown in stature as a center for teaching, research and public service. The University is accredited by the Higher Learning Commission.

UAPB has a tremendous legacy and history, and an even brighter future. The institution has a proud history of serving a diverse student body. Including many first-generation students. A new campus master plan has been developed and features numerous enhancement and upgrade projects as well as a number of key new facility opportunities. Priority facilities for the near term include new residence halls, a new student center/wellness center, new nanoscience and biotechnology space, and new athletic facilities for track and field and soccer.

The student body consists of more than 2,600 students from more than 42 states and 16 countries. UAPB features a 15-to-1 student-to-faculty ratio and encourages a learning environment with strong interaction between students and faculty. UAPB employs 158 full-time and 48 adjunct faculty members and its full complement of faculty and staff includes more than 650 full-time employees, making it a leading economic engine in the region. Located in the Arkansas Delta, the University is positioned 40 miles southeast of Little Rock, Arkansas in Pine Bluff with a population of approximately 45,000. For a deeper look at the University's history, mission and programs, candidates should visit UAPB at [www.uapb.edu](http://www.uapb.edu).

## **SECTION 1- GENERAL INSTRUCTIONS AND INFORMATION**

### **1.1 PURPOSE**

The purpose of this Request for Proposal (RFP) is to enter into a Sponsorship and Beverage Pouring Rights Agreement. The University of Arkansas at Pine Bluff is seeking proposals from qualified suppliers to provide services for the sale, distribution and merchandising of beverages in a Beverage Procurement program. The Contractor will be expected to provide high-quality products, state-of-the art equipment, high quality and responsive maintenance for the routine care and replacement of equipment, on-going marketing support to drive sales and customer satisfaction, and a well-trained, courteous and professional staff to meet the University's needs.

#### **DISCLAIMER:**

**The data included in this document reflects mostly fall 2018-2019 information rather than 19-20 as this type proposal is a very protracted process which we started preparing in late 2018.**

### **1.2 TYPE OF CONTRACT**

- A. As a result of this RFP, this contract is a term contract that will be awarded to a Single Contractor.
- B. The anticipated starting date for any resulting contract is July 1, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and UAPB, the contract may be renewed by UAPB for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years. The contract period shall be from July 1, 2020 to June 30, 2027.

### **1.3 ISSUING AGENCY**

UAPB, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding bid related matters should be made through the Procurement Office. For question submission procedures see section 1.9 Clarification of RFP and Questions.

### **1.4 PROPOSAL OPENING DATE AND LOCATION**

Proposals will be opened at the following location:

**UAPB PROCUREMENT OFFICE  
1200 N. University Drive  
Admin. Bldg., Room 102  
Pine Bluff, Arkansas 71601**

#### **PRE-BID CONFERENCE**

**Due to the Coronavirus (COVID-19) a mandatory pre-bid conference will not be held.**

### **1.5 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all requirements in the Requirements Section(s) of the RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

**1.6 DEFINITION OF TERMS**

- A. The UAPB Procurement Official 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. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- I. "UAPB" means the University of Arkansas at Pine Bluff. When the term "UAPB" is used herein to reference any obligation of the university under a contract that results from this solicitation, that obligation is limited to UAPB agency using such a contract.
- J. "University" or "Owner" Shall be interpreted to mean **University of Arkansas Board of Trustees acting for and on behalf of the University of Arkansas at Pine Bluff.**

**1.7 RESPONSE DOCUMENTS**

- A. Original Technical Proposal Packet
  - 1. The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal Packet.
    - a. Original signed *Proposal Signature Page*. (See Technical Proposal Packet.)
    - b. *One (1) original hard copy of the proposal response which includes:*
      - i. Technical Proposal response to the information for Evaluation section included in the Technical Proposal Packet. Proposal response **must** be in the English language.
      - ii. Response to the Official Bid Price Sheet. Pricing **must** be proposed in U.S. dollars and cents
    - c. Must submit **one (1)** original hard copy of the **RFP Response Packet** and **eight (8)** complete copies with a total of **nine (9)** packets. The "Original shall be clearly identified." **Pricing on the Official RFP Price sheet** must be proposed in U.S. dollars and cents.
  - 2. The following items should be submitted in the original Technical Proposal Packet.
    - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure.*)
    - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)
    - c. *Voluntary Product Accessibility Template (VPAT)*. (See *Technology Access.*)
    - d. Proposed Subcontractors Form. (See Subcontractors.)
    - e. W-9 Form
    - f. Boycott of Israel Certification
  - 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- 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 Technical Proposal Packet and should be clearly marked as "Pricing". Vendor must not include any pricing in the hard copy copies or electronic copies of their Technical Proposal Packet.
- C. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet  
In addition to the original Technical Proposal Packet and the Official Bid Price Sheet, the following items should be submitted.
1. Additional Copies of the Technical Proposal Packet
    - a. Seven (7) complete hard copies (marked "COPY") of the Technical Proposal Packet.
    - b. Seven (7) electronic copies of the Technical Proposal, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
    - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
    - d. If UAPB requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
  2. Additional Copies of the Official Bid Price Sheet
    - a. Prospective Contractor should also submit one (1) electronic copy of the Official Bid Price Sheet, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
      - i. The Official Bid Price Sheet, including the hard copy and electronic copy, **must** be separately sealed from the Technical Proposal Packet and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their Technical Proposal Packet.
  3. One (1) redacted (marked "REDACTED") copy the original Technical Proposal Packet, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See Proprietary information.)

## 1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original Technical Proposal Packet and all copies should be arranged in the following order.
  - Proposal Signature Page.
  - Proposed Subcontractor Form
  - Signed Addenda, if applicable.
  - E.O. 98-04 – Contract Grant and Disclosure Form.
  - Equal Opportunity Policy.
  - W-9 Form
  - Boycott of Israel Certification
  - Illegal Immigrant Certification
  - Voluntary Product Accessibility Template (VPAT).
  - Technical Proposal response to the information for Evaluation section of the Technical Proposal Packet.



**1.9 CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before **05/1/2020** to the UAPB official as shown on the front cover of this *Proposal Solicitation (Note the Schedule of Events)*.
- For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  - Prospective Contractors' written questions will be consolidated and responded to by UAPB. If Prospective Contractor questions are unclear or non-substantive in nature, UAPB may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the UAPB official of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- D. Prospective Contractors may contact the UAPB official with non-substantive questions at any time prior to the proposal opening.
- E. An oral statement by UAPB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UAPB.
- F. Prospective Contractors entering into a contract with UAPB **shall** comply with all the terms and conditions contained herein.

**1.10 PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Proposal Signature Page included in the Technical Proposal Packet.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this Bid Solicitation will cause the Prospective Contractor's proposal to be rejected.

**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 *Technical Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

**1.12 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 *Technical 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 *Technical 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.

### 1.13 **PRIME CONTRACTOR RESPONSIBILITY**

1. 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 services described herein.
2. The Vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of UAPB.
3. The contractor shall give UAPB 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 of UAPB Contractor.

### 1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint response, 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 warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

### 1.15 **RESERVATION**

This proposal does not commit **UAPB** to pay any cost incurred in the preparation of proposals. Further, **UAPB** reserves the right to accept or reject any or all proposals or any part of a proposal in the best interest of the University. Proposals which fail to comply fully with any provisions of the specifications and proposal documents will be considered invalid and will not receive consideration.

### 1.16 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Proposal Solicitation* become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in UAPB competitive bidding process, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.

- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *response packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If UAPB deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### 1.17 **CAUTION TO PROSPECTIVE CONTRACTORS**

- 1. Prior to any contract award, address all communication concerning this *Proposal Solicitation* through UAPB official.
- 2. Do not alter any language in any solicitation document provided by UAPB.
- 3. Do not alter the Official Proposal Price Sheet.
- 4. All official documents and correspondence related to this solicitation become part of the resultant contract.
- 5. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so. **Failure to provide the performance security shall result in a proposal rejection.**
- 6. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.
- 7. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Proposal Solicitation*.

#### 1.18 **REQUIREMENT OF ADDENDUM**

- 1. Only an addendum written and authorized by UAPB will modify this *Proposal Solicitation*.
- 2. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening and may or may not include changes to the Proposal Solicitation.
- 3. The Prospective Contractor is expected to check the UAPB website, [http://www.uapb.edu/administration/finance\\_administration/purchasing/bids.aspx](http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx), for any and all addenda up to proposal opening.

#### 1.19 **AWARD PROCESS**

##### A. Successful Contractor Selection

- 1. The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. UAPB may move forward to negotiations with those responsible Prospective Contractors determined, base on the ranking of the proposals, to be reasonably susceptible or being selected for award.

##### B. Negotiations

- 1. If UAPB so chooses, negotiations may be conducted with the highest ranking Prospective Contractor. Negotiations are conducted at the sole discretion of UAPB.

2. If negotiations fail to result in a contract, UAPB may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time UAPB decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on UAPB website at [http://www.uapb.edu/administration/finance\\_administration/purchasing/bids.aspx](http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx).
2. The anticipated award **will be posted for a period of fourteen (14) days** prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and **a contract will not be issued prior to the end of the fourteen day posting period.**
3. UAPB may waive the policy of Anticipation to Award when it is in the best interest of the University.
4. It is the Prospective Contractor's responsibility to check the UAPB website for the posting of an anticipated award.

D. ADMINISTRATION RESPONSIBILITY

1. Any resultant contract of this *Proposal Solicitation* is subject to UAPB approval processes which may include Legislative review.
2. The UAPB Procurement Official will be responsible for award of any resulting contract and the Vice Chancellor for Finance and Administration or designee will be responsible for administration and contract compliance.

1.20 BID PROTEST

In the case of protest associated with this IFB, the protest will be resolved by the Vice Chancellor for Finance and/or the Office of State Procurement.

1.21 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.22 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- |                     |   |
|---------------------|---|
| • African American  | • Pacific Islander American   |
| • American Indian   | • A Service Disabled Veteran as designated by the United States Department of Veteran Affairs |
| • Asian American    |   |
| • Hispanic American |   |

- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

**1.23 DISCLOSURE OF CONTRACTS OVER \$25,000-GOVERNOR'S EXECUTIVE ORDER 98-04**

- No contract for commodities or services greater than \$25,000 and no discretionary grant greater than \$25,000 shall be awarded, extended, amended, or renewed by any agency to any bidder who has not disclosed as required in this proposal with the exception of bidders in Section 3D (emergencies) for goods and services for which disclosure may be obtained after purchase or service.
- Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any bidder, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

**1.24 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, UAPB must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**1.25 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with UAPB that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Proposal Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

**1.26 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**1.27 PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically UAPB Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with UAPB may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

**1.28 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the

statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
  2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
  3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
  4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
  5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
  6. Integrating into networks used to share communications among employees, program participants, and the public.
  7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

## 1.29 **COMPLIANCE WITH UAPB TECHNICAL CURRENT PROGRAM**

### **General Statement or Points to include/remember:**

The university’s Student Information System (SIS) current enterprise system is Ellucian Colleague and the learning management system is Blackboard Learn. The software/application solution should support multiple platforms, any device and any browser. The maintenance and upgrades of the software/application will be the responsibility of the successful bidder. The system needs to be user friendly and **Does NOT override current security controls.**

- User friendly, straight forward, secure authentication process
- Application must integrate with present LDAP Microsoft Active Directory
- Cloud-based platform database server must support Microsoft Hyper-V and the latest operating systems. For example: Windows Server 2016 or 2012R2 and Windows 10 or 8.1
- (If the solution can be offered as a hosted solution (Software as a Service), please list as an optional feature and indicate the cost.)

**VPAT - Voluntary Product Accessibility Template**

- A VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.
- Documentation or the VPAT (Voluntary Product Accessibility Template tool developed by ITIC – Information Technology Industry Council will need to be provided.

**1.30 PUBLICITY**

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

## **SECTION 2 (PART I) – MANDATORY REQUIREMENTS**

### **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.

In consideration of this exclusive commitment, the University requests appropriate compensation. Proposals must specify the amount, form and term of compensation for this commitment and any additional compensation that may be available to the University upon the exercise of the option to continue the Pouring Rights Program beyond the initial contract term and all subsequent year of renewals.

The University solicits specific suggestions and expectations regarding the opportunity the University is providing for exclusivity.

**FOOD SERVICE CONTRACT:** The University currently has a Food Service contract with Aramark to service the Davis Union and all other dining locations. The exclusivity of use will extend to not only campus dining but all occasions for which beverage selections are requested.

### **2.2 GENERAL AGREEMENT REQUIREMENTS**

- A. The agreement will grant an exclusive right to make beverages available for sale and distribution at UAPB facilities consisting of real property owned, or contracted services (bookstore and dining), operated by UAPB.
- 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 UAPB 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. Beverages sold in any franchised food service companies;
- 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. 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.
- D. The concession agreement shall contain provisions regarding prices for products purchased under the agreement; the relationship with any contracted food service providers of UAPB; 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; student card readers**; a schedule malfunction, payment of commission checks, gross sales report on a monthly basis, and annual accountings on the June 30 fiscal year of UAPB.
  - 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, and CO2 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 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 services, 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 services 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 while on campus.
  1. UAPB 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 UAPB 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
3. alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.
4. 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.
5. 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.
6. 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.
7. The vendor shall provide, when needed, game day personnel and equipment in support of concession and vending sales at major athletic events.
8. 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 MAINTENANCE REQUIREMENTS

- A. The vendor shall, without cost to the University, supply, install, service and maintain all fountain, vending, cooler, ice making, 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 UAPB 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 services areas are listed on Appendix C.
  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.
  4. The vendor shall supply CO2 for all locations at no charge and shall be responsible for installing gas lines to the dispensing equipment where such installation is necessary. The University will be responsible for passage through walls, ceilings, etc., however, the University reserves the right to withhold approval of dispensing equipment if the total investment required is not acceptable.

### 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 Appendix A.
2. Appropriate consumer information will be listed on a refund log located in the Procurement Office. Vendor must visit the Procurement Office during each refill delivery. 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, student card readers, and ability to accept any future UAPB 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 student card readers are expected to be incorporated into on-campus vending machines by the vendor.

The vendor will include in the proposal a plan for regular maintenance of all equipment, including vending equipment and the cleaning and flushing of post-mix and premix beverages equipment. The supplier will be responsible for reimbursing the University for loss of sales and/or additional costs incurred due to equipment breakdown or inability to meet delivery requirements as referenced in this RFP. Those reimbursements for the campus at large sites shall be made to the building contact person where the loss occurred. (See Appendix A)

## 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 or 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. CO2 tanks must be twenty (20) pound capacity with capped faucet for sanitary purposes or a university approved alternative. Bulk CO2 and supporting equipment should also be made available.

## **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 insure the majority of items products are nationally advertised name brand first quality.
- C. If required by the University, the vendor must remove products that does 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 options, 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 Pine Bluff, 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 **March 1<sup>st</sup>** to become effective **June 1<sup>st</sup>** 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 prices(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 Vice Chancellor of Finance and Administration 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 accomplished by a certified public accountants 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 the 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 LICENSE AGREEMENT

- A. Successful Contractor must provide and maintain during the life of the contract and any renewals a certificate of insurance indicating the type and amount of insurance provided. Insurance coverages are outlined under item #2.3 B this document.
- The Certificate of Insurance shall be furnished to the University of Arkansas at Pine Bluff prior to the issuance of the purchase order to commence services.
  - The policy shall be written by a Casualty Company authorized to do business in the State of Arkansas. Company must have an A.M. Best Rating of "A" VII or better.
  - The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and be submitted to the UAPB Office of Procurement, prior to contract award.
  - It must carry a 30 day notice of cancellation clause.
  - The certificate must be current and bear the name of the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Pine Bluff as additional insured for the Beverage Pouring Operations Certificate Holder. Contractor must maintain this is all times during the life of the contract.
  - In the event that the bidder fails to maintain and keep in force product liability insurance, public liability insurance, general, property damage insurance, automobile and worker's compensation insurance, the University **shall have the right to cancel and terminate the agreement immediately and without notice.**

## B. TYPES OF INSURANCE COVERAGE

The bidder shall purchase and maintain such insurance as will protect him from claims set forth which may arise out of or result from the bidder's operation under this contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them or by anyone for whose acts may of them may be liable;

- **Worker’s Compensation**

- Coverage A-Statutory Benefits
- Coverage B-Employer’s Liability

- **Bodily Injury by Accident** \$500,000 each accident
- **Bodily Injury by Disease** \$500,000 each limit
- **Bodily Injury by Disease** \$500,000 each employee

- **Commercial General Liability**

- \$1,000,000 Occurrence Limit
- \$2,000,000 Annual Aggregate

- **Automobile Liability Insurance**

- \$1,000,000 Combined Single Limit
- **Personal injury liability coverage, which are sustained:**
  - a) By any person as a result of an offense directly or indirectly related to the employment of such person by the bidder,
  - b) Or by any person

Claims under commercial general liability for damages because of injury to or destruction of tangible property including loss of use resulting there from. Coverage for “completed operation” shall be required under this comprehensive liability section.

**2.13 NOTIFICATION TO PROCEED**

No work on this service shall commence until successful bidder is in receipt of a letter of authorization as issued by UAPB. UAPB will notify bidder of intent to award pending receipt of the certificate of insurance, performance bond and any other required documents. Successful bidder will be expected to start within one (1) week after all documents are received as requested.

**2.14 MANDATORY PRE-BID CONFERENCE AND OWNER’S SITE VISIT**

Due to the Coronavirus (COVID-19) a mandatory pre-bid conference will not be held.

**2.15 SITE ASSESSMENT OF EXISTING UAPB EQUIPMENT**

**My signature below means that, as a representative authorized to bind our company in any resultant contracts, that we have seen the existing equipment and are thoroughly familiar with the requirements for removal and replacing.**

\_\_\_\_\_/\_\_\_\_\_  
Name Printed Date

\_\_\_\_\_  
(Signature of person authorized to bind your company in any resultant contracts)

**Any bid response without this statement signed will not receive further consideration.**

**2.16 Driving Direction from Little Rock Arkansas to UAPB's Administration Building (The Procurement Office)**

Coming from Little Rock you will be traveling I-530 South out of Little Rock to...

- Exit 35 and go through three (3) stop lights. At the 4<sup>th</sup> stop light you will be turning (left unto University Drive). Go through the next stop light (you will still be on University heading North) to...
- Watson Blvd. where you will make a left across from the Soccer field.
- At the left turn come to the back of the red brick building. At the back of this building you will see the Administration Building. (A cream colored architectural brick building).
- Visitors Parking will be just across from the 1<sup>st</sup> 4-way stop sign to the right. Walk across the back entrance of Administration's parking lot and come through two (2) sets of double doors and the **Procurement Office** is the 2<sup>nd</sup> door on the right.
- Come In...

**2.17 AWARD**

This contract shall be awarded to the contractor receiving the highest score on the evaluation instrument by the committee, who is responsive to the terms and conditions and mandatory requirements as set forth in this RFP, afterwards, with the executing of an agreement between both parties.

**2.18 GIFTS AND DONATIONS- ACADEMIC INITIATIVE AND STUDENT SERVICES**

Gifts and product donations to support student development initiatives and establish endowed scholarship funds or for the benefit of UAPB's general scholarship fund shall be subject to customary policies of UAPB with respect to such agreements. Endowed funds may bear the name of the donor or a name agreed upon by UAPB 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.

**2.19 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. UAPB 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. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. UAPB has the right to modify, add, or delete Performance Standards throughout the term of the contract, should UAPB 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 Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. UAPB has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, UAPB has final determination of the performance acceptability.
- H. Should any compensation be owed to UAPB agency due to the assessment of damages, Contractor **shall** follow the direction of UAPB regarding the required compensation process.

<b>SERVICE CRITERIA</b>	<b>ACCEPTABLE RANGE</b>
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 on later than six (60) after the fiscal year.
Monthly Reports	Due each month



**SECTION 2 (PART II) – BEVERAGE POURING OPERATIONS**

**2.20** The University currently distributes and/or promotes beverages through the following operations:

- Bookstore and the Cafeterias
- Vending Machines (campus-wide)
- Athletic Facilities to indicate the Concessions

The Pouring Rights Program will support existing and future University distributions. **Proposals should reflect the beverage supply company's commitment to provide products, equipment, service, and marketing support to each current, additional, or alternative distribution channel identified in this RFP.**

**2.21** **SPECIFICATIONS**

All beverages will be made available to the University in packages and pursuant to specifications reasonably requested by the University. **The proposal shall identify all beverages sold or distributed by the beverage supply company, including all specifications that fully describe the portion size, packaging, and dispensing capability in concentration (if applicable) of each beverage. The proposal should include a complete listing of all syrup and concentrate flavors offered by the beverage supply company.**

**2.22** **COMMITMENT**

Each Proposal shall also include the following:

- 1) **A demonstration of the beverage supply partner's commitment to supplying, installing, servicing, and maintaining all new, state-of-the-art beverage vending equipment at no cost to the University.**
- 2) **A statement regarding the beverage supply partner's commitment to providing professional quality product selection labels at no cost to the University.**

**2.23** **BEVERAGE PROGRAM MARKETING SUPPORT**

The University recognized the importance of timely and effective marketing to promote the sale of beverages on campus. These efforts are intended to support the sale of beverages on campus through all distribution channels (i.e., food service, retail, vending, athletic facilities, etc.). **The Plan should include suggested strategies for the development and implementation of marketing initiatives.**

**2.24** **CHECKS: ALL OTHER TYPES** – Must come to the **Office of Finance and Administration, Attn: Dr. Carla Martin, Vice Chancellor for Finance and Administration – Mail Slot 4922** – University of Arkansas at Pine Bluff, Pine Bluff Arkansas. EXCEPT: **the monthly commission check for campus coolers** these must be sent to:

Wuanita Trotter: Interim Director of Procurement  
Mail Slot 4979  
University of Arkansas at Pine Bluff  
Pine Bluff, Arkansas 71601

**SECTION 2 (PART III) – CONTRACTOR’S RESPONSIBILITIES**

**2.25 LICENSES AND PERMITS:** Contractor shall provide all federal, state and local licenses and permits necessary at the time any resultant contract is executed or renewed.

**2.26 EQUIPMENT**

- Contractor is to provide the most current and most revenue effective equipment available.
- Contractor will be required to supply, install, service and maintain all fountain, display, and other equipment used to sell or display beverages, at no cost to the University.
- Provide descriptive literature on proposed equipment, including dimensions and power requirements, upon request. Failure to do so may result in rejection of proposal.
- Contractor shall be responsible for all costs of installation of all equipment, including positioning of equipment and connection to utility services provided by the University. All modifications will be made at the Contractor’s expense. All proposed renovations of space to accommodate equipment must be approved in writing by the UAPB Facilities Management Director, Mr. Jeffery Truss.
- All equipment should possess an Energy Star rating as set by the U.S. Department of Energy.
- UAPB reserves the right to have equipment added, removed or relocated in order to accommodate changes in student population or facility use.
- Provide machines that will accept coins, one dollar bills or card swipes.
- Appearance of all equipment provided will be aesthetically appealing, as determined by the University.

**2.27 RELOCATION REQUESTS**– The supplier will submit in writing to the Interim Director of Procurement Wuanita Trotter Mail Slot 4979 University of Arkansas at Pine Bluff, Pine Bluff, Arkansas 71601, may call with documentation (870-575-8736) any request for the relocation, addition, or removal of campus vending machine equipment, prior to any such changes being made. For concession equipment the contact is Athletic Director Chris Peterson (870-575-7950).

- The University will assume no liability for damage to the equipment from fire, theft, vandalism, or other cause. The University, however, will use reasonable precautions to protect the supplier’s equipment.
- Title to all equipment furnished and installed by the Contractor shall remain the property of the contractor, and none of the equipment shall become a part of the building.
- **Web Advisor Interface** –At the present time we don’t have Web Advisor equipment on vending machines; however, in the future we would like to give students that option. Also, the students are able to use their **myUAPB card**, if they have money on the card, at the vending machines as it is a Discover Card.

**2.28 EQUIPMENT INSTALLATION** – Any new equipment must be installed in phases as directed by the University and in a manner to ensure that no building is left without equipment for more than one (1) day.

- Vendors should be aware that summer school and summer camps will be in session during the transition period. The installation of any new machines is to be conducted in a way that will be the least disruptive to University classes and activities.

**2.29 NEW INSTALLATION SCHEDULE:**

In consideration of all buildings and all locations, bidder must include an installation schedule indicative of the following:

Building Name	Number of Machines	Expected date of Installation
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**\*Or (Number of days until fully operable and ready for use after notification to proceed)**

**2.30 EQUIPMENT REMOVAL AND OR REPLACEMENT AT ANY POINT IN TIME:**

Upon expiration of contract or non-renewal, and at the sole expense of the contractor, all equipment *furnished by the Contractor* must be promptly removed without damage to University property. Contractor shall be responsible for all damages done to any University property during the installation, operation, maintenance and/or removal of equipment. Clean up and repair of all damage shall be at Contractor’s expense and in a manner satisfactory to the University. Removals and clean-up of the affected location shall be completed within thirty (30) days. Additional time must be justified and with the prior approval of UAPB.

**2.31 RE-STOCKING OF EQUIPMENT:** Contractor is responsible for stocking/re-stocking each machine to ensure a continuous supply of products and, ***in some instances, this may require weekend deliveries or during the summer for other camps or workshops requiring more frequent occasions for restocking.***

- **FAILURE TO KEEP EQUIPMENT SUPPLIED MAY RESULT IN IMMEDIATE CANCELLATION OF CONTRACT.**

**2.32 EQUIPMENT SERVICE RESPONSE TIME AND REPORTS:** Contractor shall maintain sufficient staff of trained service personnel to ensure prompt, efficient maintenance of the equipment.

- Contractor must respond to reports of malfunctioning equipment and repair or replace the unit within eight (8) working hours, Monday through Friday, excluding holidays. ***in proposal, indicate the response time(s) for weekends and holidays.***

**2.33 CUSTOMER SERVICE (CLAIMS/REFUNDS/SIGNAGE):** Contractor shall be responsible for reimbursing customers for lost funds. Instructional signage must be provided in each location to familiarize customers with equipment, basic instructions, etc. Signs are to include information for reporting machine malfunctions.

**2.34 ARKANSAS SALES TAX:** Arkansas Sales Tax is to be paid by the contractor and shown as a separate line item on each month’s report.

**SECTION 2 (PART IV) – QUALIFIED SPONSORSHIP****2.35 ATHLETICS QUALIFIED SPONSORSHIP AGREEMENT**

- A. We are seeking “qualified sponsors” for the purpose of providing the terms and conditions under which the party will be a major supporter and sponsor of the University of Arkansas at Pine Bluff (UAPB), including its intercollegiate athletics program, by making substantial contributions that will serve to aid, support and assist UAPB in carrying out its mission as a public educational institution and to support its intercollegiate athletics program. The agreement shall contain provisions pursuant to which the party will be designated as a “sponsor” or “proud sponsor” of the UAPB Golden Lions (or similar designations) for all intercollegiate sporting events held at UAPB 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 kind. 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 the Treasury Internal Revenue Service concerning Taxation of Tax-Exempt Organization income from corporate sponsorship.
- C. UAPB shall also provide for recognition of sponsorship during Golden Lion radio broadcasts, in all on-campus game day programs, on scoreboards (where applicable), and other athletically-related mediums. Additionally, exclusive sponsorship shall be granted for one home basketball double-header contest.

**2.36 CONSIDERATION-FOR THE RIGHTS DESCRIBED HEREIN, SPONSOR AGREES TO THE FOLLOWING:**

1. Sponsorship Fees-Sponsor agrees to pay UAPB an aggregate of One Hundred Thousand Dollars (\$100,000) per year for Athletics for sponsorships fees.
2. Athletic Event Fees- Sponsor agrees to pay Ten Thousand Dollars (\$10,000) per year for event fees. Sponsor agrees to pay One Million Dollars (\$1,000,000) for Faculty/Staff Endowment Fund and One Million Dollars (\$1,000,000) for an endowed scholarship payable on signing. Plus, Ten Thousand Dollars (\$10,000) per year for the University’s highest priorities.

**2.37 LICENSE AGREEMENT**

- A. The license agreement will grant the right to use and produce UAPB marks in connection with distribution, sale and promotion of beverages and product. “UAPB marks” mean agreed sponsorship designations and the UAPB 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 UAPB which relate to UAPB or which were created during the term of the agreement. The agreement will grant to the party a non-exclusive license to use the UAPB 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 UAPB marks by any other person or entity which completes commercially with the party in the commercial field of “beverages.”
- B. The license agreement shall contain terms for annual license fee payable in a 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 UAPB and customarily contained in similar license agreements in the industry with public institutions.

**The University shall provide to the beverage supply partner the following:**

1. Exclusive beverage pouring rights in university dining and athletic facilities.
2. Exclusive beverage signage rights in all athletics and intramural venues (to include temporary and/or permanent signage).
3. Product and logo identification on cups and dispensing equipment (as provided by the beverages supply partner).
4. Exclusive beverage vending presence in all athletics and intramural facilities and in all other University vending locations. Vending includes all soft drinks, juice, and water, including isotonic beverages.
5. Exclusive use of the University's Department of Athletics names, symbols, emblems, designs, colors, uniforms, and logo (the "Marks") on and off grounds after obtaining written approval from appropriate UAPB representatives.

**EXCEPTIONS:** If the beverage supply partner is not able to provide a specified product, the University reserves the right to purchase the product from an alternative source. The Pouring Rights Program does not apply to catered events not held on university property.

## **SECTION 2 (PART V)–UAPB ATHLETICS SPONSORSHIP BENEFITS**

### **2.38 Signage**

1. Sponsorship panel on the scoreboard at Golden Lions Stadium, home of the UAPB football team.
2. Sponsorship panel on the scoreboard at the H.O. Clemons Arena, home of the UAPB basketball and volleyball teams.
3. Outfield fence signage at the Tori Hunter Baseball, Softball and Little League Complex.

### **2.39 Radio**

1. Open/Close credits for all UAPB football games which are broadcast on KUAP.
2. Thirty second (:30) underwriter's message during all UAPB football game broadcasts on KUAP radio.
3. Open/Close credits for all UAPB men's basketball games which are broadcast on KUAP.
4. Thirty second (:30) underwriter's message during all UAPB men's basketball game broadcasts on KUAP radio.
5. Open/Close credits for all UAPB women's basketball games which are broadcast on KUAP.
6. Thirty second (:30) underwriter's message during all UAPB women's basketball game broadcasts on KUAP radio.

### **2.40 Football Corporate Game Sponsorship**

1. Four (4) reserved seats in the Lion's Den and 20 general admission seats to all home football games at Golden Lion Stadium.
2. Ten (10) complimentary admissions to football coach's youth camps.
3. Twenty (20) general admission tickets for an area designated as "Sponsor's Kids Corner" for football, or other selected sports.
4. Four (4) public address announcements during the selected sponsored game, listing company as exclusive game sponsor.
5. Company logo on the official game program.
6. Live or pre-recorded half-time radio interview on KUAP radio.
7. Invitation to up to four (4) guests to meet team in locker room prior to kickoff of game.
8. Four (4) game day parking passes.
9. Invitation to pre-game or halftime hospitality in the Pennymon Room.

### **2.41 Men's and Women's Basketball Corporate Game Sponsorship**

1. Four (4) reserved seats and 20 general admission seats to all home men's and women's basketball games at the H.O. Clemons Arena.
2. Ten (10) complimentary admission to basketball coach's youth camps.
3. Four (4) public address announcements during the selected sponsored game, listing company as exclusive game sponsor.
4. Company logo on the official game program.
5. Live or pre-recorded halftime radio interview on KUAP radio.
6. Invitation to up to four (4) guests to meet team in locker room prior to tipoff of game.
7. Four (4) game day parking passes.
8. Invitation to pre-game or halftime hospitality suite.

### **2.42 Annual Spring Athletics Banquet**

1. Four (4) tickets to the annual UAPB All-Sports Banquet.
2. Special sponsor's recognition at the annual UAPB All-Sports Banquet.

## **SECTION 3 – OTHER CONTRACTUAL REQUIREMENTS**

### **3.1 REMEDIES ON BREACH OF CONTRACT**

In the event of any breach of contract by Contractor then in addition to any other remedies available to **UAPB** at law or in equity, **UAPB** may:

- a) Continue the contract in effect and thereby be entitled to enforce all rights and remedies under the contract; or
- b) Terminate the contract by providing written notice to Contractor of such intention and recover from **Contractor may amount necessary to compensate UAPB** for all damage negligently or willfully caused by Contractor's failure to perform its obligations under the contract.

### **3.2 INVALIDITY**

No waiver of either party hereto of any provision of the contract shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision. The failure of **UAPB** to terminate the contract due to the Contractor's violation of its terms or conditions, or a waiver on the part of **UAPB** of any violation by Contractor of any term or condition of the contract, shall not be considered a waiver of **UAPB's** right to terminate the contract due to any subsequent violation of the same or other terms or conditions of the contract.

### **3.3 INDEMNIFICATION**

**Contractor** shall indemnify, defend and hold harmless **UAPB**, its officers, agents and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this contract including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to the extent that such claims, damages, expenses, or liabilities arising from the negligence, willful acts of omissions of **Contractor**, its officers, agents, or employees.

### **3.4 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.

### **3.5 STATEMENT OF LIABILITY**

- A. UAPB 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 UAPB official."
- C. At no time will UAPB be responsible for or accept liability for any Vendor-owned items.

### **3.6 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 UAPB policies. Upon request, access **will** granted to UAPB, State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to UAPB 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.

### **3.7 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.

### **3.8 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.

### **3.9 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.

### **3.10 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 the (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) calendar 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.

### **3.11 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.

### **3.12 TERMINATION**

- A. The agreement may be terminated, without penalty, by the University without cause by giving thirty (30) calendar 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.

### **3.13 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.



**3.14 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 the expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under the 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.

**3.15 ACCEPTANCE OF PRODUCTS AND SERVICES**

- A. 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.
- B. The University reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

**3.16 NON-DISCLOSURE**

- A. 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.
- B. 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.

**3.17 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.

**3.18 CANCELLATION**

- A. Any contract or item award may be canceled for cause by either party by giving thirty (30) calendar days written notice of the 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 thirty (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 items(s) being discontinued and unavailable from the manufacturer.

**SECTION 4 – CRITERIA FOR SELECTION**

**4.1 Selection Criteria**

Selection of the successful contractor will be determined in committee by evaluation of several factors:

1. **Preliminary Evaluation** and assignment of tentative rating points.
2. **Final Evaluation** and assignment of final rating points.

Vendor should address each item listed as point scoring criterion in this section to be assured a complete evaluation. The factors which will be evaluated are vendor’s.....

- A. TOTAL ECONOMIC VALUE** ..... 130 pts
  - a. Product variety and cost..... 20 pts
  - b. Vending commission ..... 30 pts
  - c. Financial Considerations-The Highest  
“Financial Consideration” plus other incentives ..... 80 pts

The awarding of points for “**financial consideration**” will be determined by the following formula:  
 $(a/b) \times (c) = d$

- A=Next highest financial consideration
- B=Highest financial consideration
- C=Total points for financial consideration
- D=will equal the number of points awarded

These shall be carefully delineated in the proposal response in a section entitled **Financial Considerations with a grand total at the end of the section for “financial considerations” as spread over the life of the contract. Shall include...**

- Highest financial consideration (exclusive rights compensation and any other Cash compensation value), plus ***OTHER INCENTIVES- (such as donated products, scholarships, sponsorships fees amenities, etc. While these will be considered they must equate to monetary value.***
- “Product variety and cost” in detail-delineated
- Vending Commission: Percentage of gross revenue from coolers located in each building less monthly taxes (**Net commission percentage % to UAPB**)

- B. BEVERAGE POURING OPERATION** ..... 30 pts

How well did bidder address the “Beverage Pouring Operations” request for information?

- C. FIRM’S REPUTATION AND STABILITY** ..... 20 pts

- a. Company History
- b. Relevant experience, qualifications, and success with programs of this type
- c. Resources available
- d. References-at least three (3) accounts in the state of Arkansas where you are the exclusive service provider with a scope comparable to what is proposed here. (Detailed contact information should be included)

**D. CONTRACT ADMINISTRATION, COMMUNICATION, AND REPORTING PLAN ..... 30 pts**

Plan for successful program implementation and continuous performance  
Reporting Requirements: Accurate, thorough, and user-friendly reporting tools and controls:

**Monthly/Quarterly Commission Reports. How will this information be captured and can all be readily available to UAPB, please discuss.**

- With each monthly commission report the following information must be clearly identified by heading "title" and with concomitant data.
- **Full service** with the **monthly commissions** shall be a report that captures the information below:
  - a) Equipment types by building name/location (glass front, stack) coolers, fountain units
  - b) Product Name (Ex: Coke, Diet Coke, Dasani, Coke Classic etc.
  - c) Cooler location (Building Name)
  - d) Volume sold by location, brand and package
  - e) Beverage price per brand and package
  - f) Number of coolers in this building
  - g) Cooler number for each machine in the building
  - h) Total amount of gross revenue collected
  - i) Total commission paid this location

**QUARTERLY:**

***Concessions:***

Equipment type, building name/location and serial number on machine  
Volume sold per quarter-by location, package and brand  
Beverage price per- brand and package  
Total receipts this quarter  
Commission paid

***Cafeteria:***

Equipment type, building name/location and serial number  
Volume sold per quarter-by location, package and brand  
Beverage price per-brand and package  
Total receipts this quarter  
Commission paid

**E. OVERALL PROPOSAL RESPONSE..... 40 pts**

- Was information well organized with easily identifiable requested information?
- Did bidder submit the number of response documents requested?

***Maximum Points 250***

**AWARD:** This contract will be awarded to the company receiving the highest overall score based on the selection criteria, and who is responsive and responsible to all other terms and conditions of this proposal.

**FINAL AGREEMENT DOCUMENT-Bidder shall include with his proposal response any documents for which they expect the University to become a party to with respects to this service. The University shall review the same and make the necessary modifications, prior to mutual signatures.**

# University of Arkansas at Pine Bluff

## Standard Terms and Conditions

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### **SECTION 5 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the **University of Arkansas at Pine Bluff**.
- 2. **ACCEPTANCE AND REJECTION:** The University of Arkansas at Pine Bluff **shall** have the right to accept or reject all or any part of a bid or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the University and the State.
- 3. **CERTIFICATION:** By submission of a proposal response, the bidder certifies that he/she has read all standard terms and conditions and any special term and conditions included in the Request for Proposal and that the proposal submitted is in accordance therewith.
- 4. **PROPOSAL SUBMISSION:** Original Proposal Packets **must** be submitted to the University of Arkansas at Pine Bluff on or before the date and time specified for proposal opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Proposal Solicitation*. The proposal **must** be typed or printed in ink. The signature **must** be in ink. Unsigned proposals **shall** be rejected. The person signing the proposal should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late proposals shall not be considered under any circumstances. In responses to an Invitation for Bid or a Request for Proposal, bidder response in no way commits **UAPB** to pay any costs incurred in the preparation of the bid or response.
- 5. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Proposal Solicitation*. Unless otherwise specified, the proposal **must** be firm for acceptance for **thirty (30)** days from the proposal opening date. "Discount from list" proposals are not acceptable unless requested in the *Proposal Solicitation*.
- 6. **TYPE OF CONTRACTS/QUANTITIES:** There are two basic types of contracts awarded and/or administered by the **University of Arkansas at Pine Bluff Procurement Department**.
  - A) A FIRM** Contract is one entered for the purpose of obtaining a fixed number of commodities and/or services to be delivered immediately upon receipt of award or at such other time(s) in such quantities as delineated in the contract. Quantities stated on firm contracts are actual requirements of the **University** on behalf of the ordering department.
  - B) A TERM** Contract is one entered for the purpose of obtaining an estimated number of commodities and/or services during a definite period of time. The estimated quantities stated in the proposal are not guaranteed, and the University may order more or less than the estimated quantity during the contract period. Contract award will be made through issuance of a University purchase order which will indicate the estimated quantities to be ordered along with the dollar expenditures. However, the Contractor is to make actual delivery only after receipt of a purchase order which will reference the purchase order number and will request a specific number of commodities and/or services. Quantities stated in a *Proposal Solicitation* for term contracts are estimates only, and are not

guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering department.

7. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Proposal Solicitation*, any catalog brand name or manufacturer reference used in the *Proposal Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Proposals on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the proposal **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 **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and UAPB may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Proposal Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
8. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Proposal Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
9. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to UAPB. Each sample should be marked with the Contractor's name and address, proposal or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
10. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the proposal or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
11. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by regulation.
12. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the proposal price. Trade discounts should be deducted from the unit price and the net price should be shown in the proposal.
13. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from UAPB. Firm Contract: A written UAPB purchase order authorizing shipment will be furnished to the successful Contractor.
14. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering UAPB's designated location under normal conditions. If the Contractor cannot meet UAPB's delivery, alternate delivery schedules may become a factor in an award. The University of Arkansas at Pine Bluff **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, UAPB may buy elsewhere and any additional cost **shall** be borne by the Contractor.

15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of UAPB Procurement. Delivery **shall** be made during UAPB work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from UAPB Official. Packing memoranda **shall** be enclosed with each shipment. Vendor must include the cost and responsibility for inside delivery.
16. **STORAGE:** The ordering department is responsible for storage if the Contractor delivers within the time required and UAPB cannot accept delivery.
17. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering requester after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize UAPB Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to UAPB Procurement and ordering department of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** UAPB assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ordering department purchase order.
19. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the proposal and purchase order numbers, where itemized in the *Proposal Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by UAPB. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of UAPB, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the UAPB. Contractor **shall** properly identify items being returned.
21. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold UAPB harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
24. **OTHER REMEDIES:** In addition to the remedies outlined herein the contractor and the **University of Arkansas at Pine Bluff** have the right to pursue any other remedy permitted by law or in equity.

25. **LACK OF FUNDS:** The University of Arkansas at Pine Bluff 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 the **Arkansas Claims Commission**. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may file claim also.
26. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the **University of Arkansas at Pine Bluff** 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 prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by **University of Arkansas at Pine Bluff** pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.
29. **IRS TAX CERTIFICATION INFORMATION:** The University of Arkansas at Pine Bluff is a State Institution. It is an organization described in the Internal Revenue Code 170(b) (1) (A) (V), in that it is described in code 170© (1). The University also falls within Code 509(a) (1) in that it is an organization described in Code 170(b) (1) (A). The taxpayer ID# 71601-0030. No other **IRS** certification will be agreed to or stated by the University.
30. **MINORITY BUSINESS POLICY:** It is the policy of the State of Arkansas that Minority Business Enterprises shall have the maximum opportunity to participate in the State Purchasing Process. Therefore, the State of Arkansas encourages all Minority Businesses to complete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any State contract to Minority Business Enterprises.
31. **ALTERNATE PROPOSAL:** Will not be considered, only one (1) proposal response will be evaluated.
32. **OTHER AGREEMENTS:** There are no other contractual agreements other than what is stated and agreed to between the University of Arkansas at Pine Bluff campus and the successful contractor in this RFP, except for annual renewals. **TO BIDDER:** Any other agreement that the bidder wants signed by UAPB must be included with your proposal response package. **Please Note:** Other agreement that conflict with the laws of the State of Arkansas shall require modification and in some cases deletion such sections would include **"indemnification and governing laws."** **If bidder is unwilling to make such deletions or modifications, no further consideration shall be given to his/her bid.**

**APPENDIX A**  
**Current Environment Statistics**  
**2019 Enrollment-2,498**

*Since 2012 the University has had a contract with Coke for this service.  
 Contract will expire on June 30, 2020.*

Service statistics are below:

**Equipment/type/number:**

- Vending - 10
- Glass-front- 3
- Coolers-5
- Fountain units-8

**Volume**

**Full Service**

**By package**

**By Brand**

Concessions & Bookstore			Fountain			Vending		
Yup	14 OZ	13	Sprite	5 GALLON	25	diet Dr Pepper-CS	12 OZ	3
Sprite Zero/diet/light	20 OZ	1	Powerade	2.5 GALLON	107	Sprite	20 OZ	354
Sprite	20 OZ	108	Minute Maid	2.5 GALLON	48	Sprite	12 OZ	68
Powerade Light/Zero	20 OZ	1	Mello Yello	2.5 GALLON	14	Powerade	20 OZ	25
Powerade	20 OZ	168	Hi-C	2.5 GALLON	150	Nos	16 OZ	2
Pibb	20 OZ	8	Gold Peak	2.5 GALLON	16	Minute Maid	20 OZ	86
Peace-KO	23 OZ	19	Fuze-KO	2.5 GALLON	2	Minute Maid	12 OZ	8
Nos	16 OZ	2	Fanta	2.5 GALLON	19	Mello Yello	20 OZ	90
Monster-KO	16 OZ	6	Dr Pepper-CS	5 GALLON	15	Mello Yello	12 OZ	15
Minute Maid Juice To Go	450 ML	17	Coca-Cola light/diet Coke	5 GALLON	4	Gold Peak	18.5 OZ	3
Minute Maid Juice To Go	12 OZ	22	Coca-Cola	5 GALLON	9	Glaceau Vitaminwater-KO	20 OZ	20
Minute Maid	20 OZ	243	Coca-Cola	2.5 GALLON	13	Fuze-KO	20 OZ	25
Mello Yello	20 OZ	1	Barq's	2.5 GALLON	10	Fuze-KO	12 OZ	11
Hubert's-KO	16 OZ	1				Fanta	20 OZ	186
Gold Peak	18.5 OZ	19				Fanta	12 OZ	34
Glaceau Vitaminwater-KO	20 OZ	6				Dr Pepper-CS	20 OZ	167
Glaceau Smartwater	700 ML	14				Dr Pepper-CS	12 OZ	48
Glaceau Smartwater	20 OZ	3				Dasani	20 OZ	141
Glaceau Smartwater	1 LTR	3				Coca-Cola light/diet Coke	20 OZ	7
Fuze-KO	20 OZ	4				Coca-Cola Zero	20 OZ	14
Fanta	20 OZ	50				Coca-Cola	20 OZ	191
Dunkin' Donuts	13.7oz	10				Coca-Cola	12 OZ	61
Dr Pepper-CS	20 OZ	33				Barq's	12 OZ	16
Dasani	20 OZ	170						
Dasani	16.9 OZ	9						
Dasani	12 OZ	417						
Coca-Cola light/diet Coke	7.5 OZ	2						
Coca-Cola light/diet Coke	20 OZ	33						
Coca-Cola Zero	20 OZ	8						
Coca-Cola	7.5 OZ	5						
Coca-Cola	20 OZ	100						
Barq's	20 OZ	1						



**APPENDIX B**  
**Vending Machine**

VENDING MACHINE BY LOCATIONS		
LOCATION	TOTAL # OF MACHINES	CONDITION
DAWSON HICKS HALL-ACDI	1	FAIR
CAIN-GILLIAN HALL-ACDII	1	GOOD
ADMINISTRATION BUILDING	1	FAIR
CALDWELL HALL	1	FAIR
CORBIN HALL	1	FAIR
DELTA HOUSING A-FRONT ENTRANCE	1	FAIR
DELTA HOUSING B-1 <sup>ST</sup> FLOOR	1	FAIR
DELTA HOUSING B-2 <sup>ND</sup> FLOOR	1	FAIR
FINE ARTS BUILDING	1	FAIR
HYPER BUILDING	1	FAIR
JOHNSON B. JOHNSON HOUSING COMPLEX	1	GOOD
FACILITIES MANAGEMENT	1	GOOD
STUDENT UNION 1 <sup>ST</sup> FLOOR	1	GOOD
WOODARD HALL	1	FAIR

**Follett Bookstore**  
**(3- Double Door Coolers)**

<b>Core SPA</b>	20oz	1-Ls	24	8/192
<ul style="list-style-type: none"> <li>• Cherry Coke</li> <li>• Sprite</li> <li>• Fanta Pineapple</li> <li>• Fanta Strawberry</li> <li>• Vanilla Coke</li> <li>• Coke</li> <li>• Fanta Peach</li> <li>• Sprite Cherry</li> </ul>				
<b>Coffee</b>	13.70oz	1-Ls	12	2/24
<b>Enhncd W</b>	20oz	1-Ls	24	4/48
<b>Fruit/Ve</b>	20oz	1-Ls		2/48
<b>Juices</b>	12oz	1-Ls	24	3/72
<b>Tea</b>	18.5oz	1-Ls	12	2/24
<b>Tea</b>	23oz	1-Ls	12	3/36
<b>Water</b>	20oz	1-Ls	24	1/24
<b>Water</b>	70 OML	1-Ls	24	1/24

**APPENDIX C**  
**Aramark Food Service**

**The University of Arkansas at Pine Bluff Food Service Locations**

Name	Location	Current Hours	Beverage Type
L.A. Davis Dining Hall	L.A. Davis Student Union	7am-8pm Mon-Fri/1030am-630pm Sat-Sun	(4) 8 head fountains/(2) 4 head juice fountains (2) head tea urn
Delta Dining Hall	Delta Housing Complex	7am-8pm Mon-Thus/7am-130pmFri/ Sat-Sun Closed	(2) 8 head fountains/1 juice fountain/(1) 4 head tea urn
Starbucks	L.A. Davis Student Union	8am-5pm Mon-Fri	20 oz. bottle beverages (1) single door cooler
Chick-fil-A	L.A. Davis Student Union	1030am- 10pm Mon-Sat Sun-closed	(2) 8 head fountains
Pizza Hut	J B J Housing Complex	1030am-9pmMon- Thurs/ Fri 1030 4pm/Sun 5pm-9pm	(1) 8 head cooler
P.O.D	J B J Housing Complex	1030am-9pmMon- Thurs/ Fri 1030 4pm/Sun 5pm-9pm	Bottle beverages (2) 4 door coolers
Concessions	Simmons Bank Field		20 Oz. Bottle beverages
Concessions	C O Clemmons Arena		20 oz. Bottle beverages
Concessions	Torry Hunter Baseball Complex		20 oz Bottle beverages
Catering	L.A. Davis Student Union		20 Oz. Bottle beverages

**Fountain Volume**

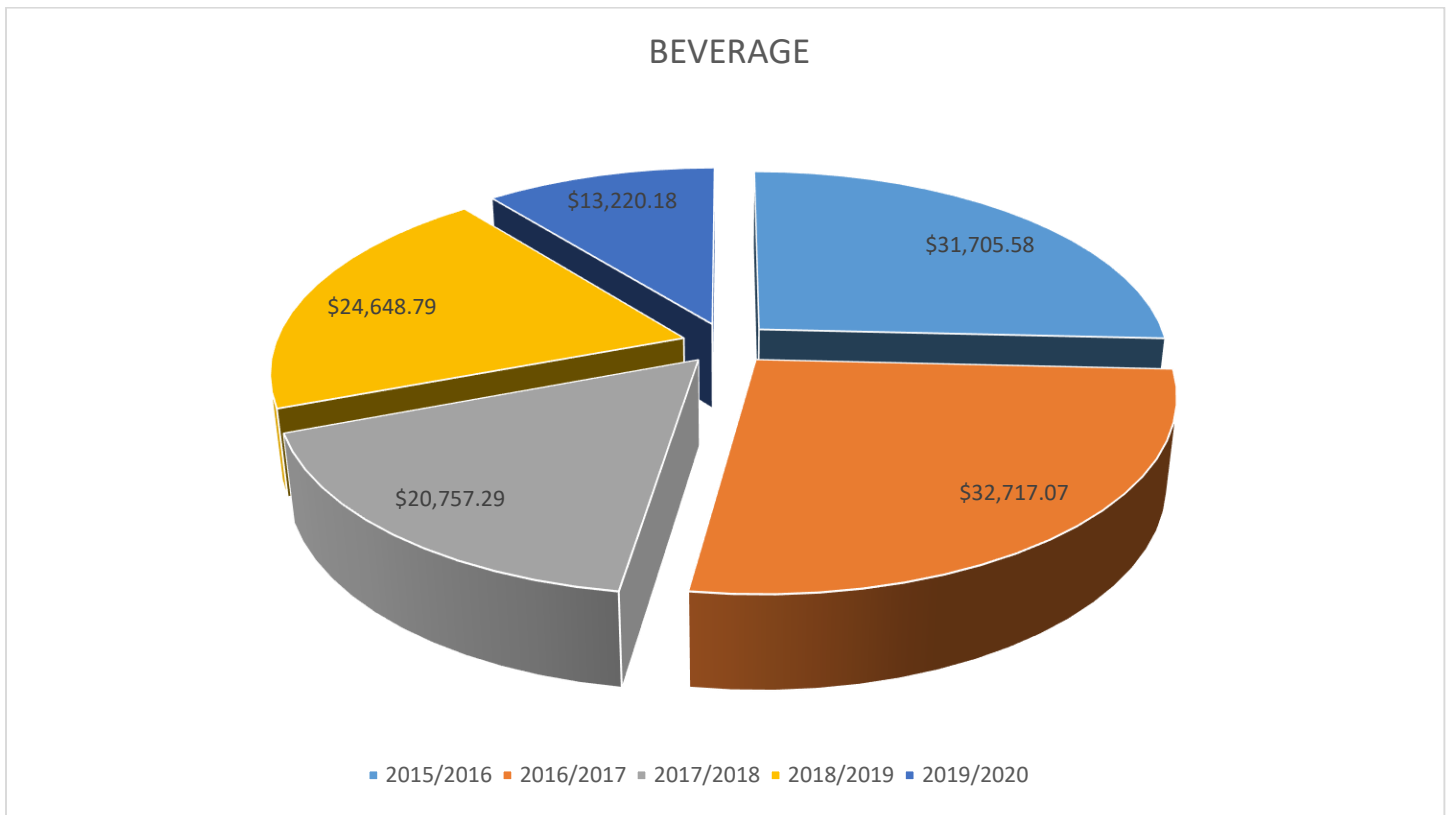
**FY19**

5 gallon	
Coke	42
Sprite	55
Diet	10
Cherry Coke	20
Dr. Pepper	12
Mello Yellow	8
Fanta Orange	12
Hi C Fruit Punch	115
MM Lemonade	194
MM Pink lemonade	202
2.5 Gallons	
Orange Juice	
Apple Juice	
Cranberry Juice	
Powerades 2.5 gallon	
Mt Blast	604
Lemon Lime	320
	1594 gallons

**APPENDIX D**

**Coca-Cola Bottling Co.  
(Five (5) year Gross Revenue)**

TOTAL	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
	\$31,705.58	\$32,717.07	\$20,757.29	\$24,648.79	\$13,220.18



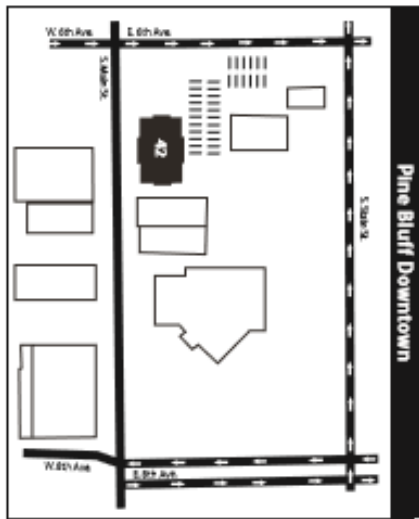
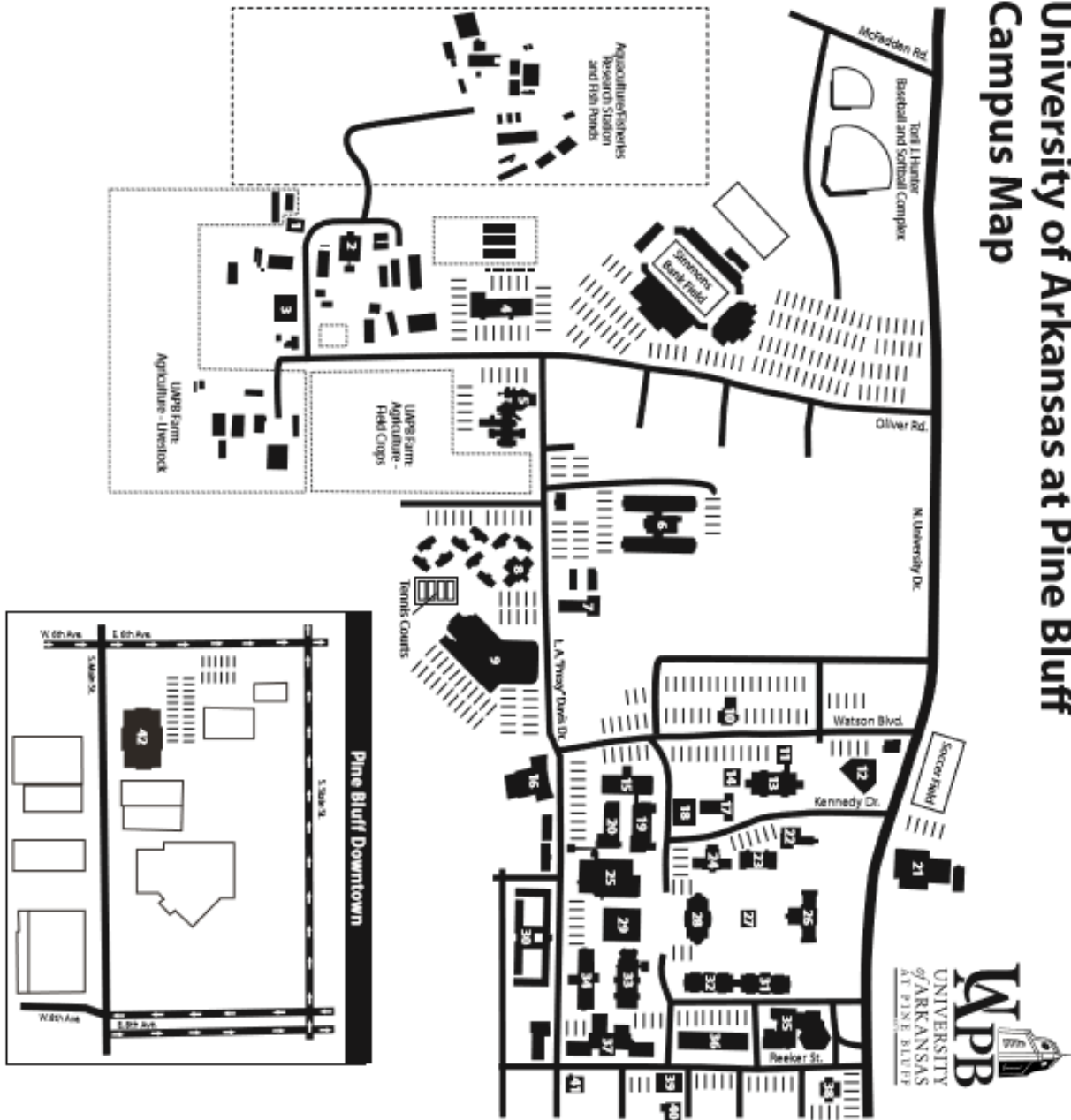
**Additional Information: The University growth plans next 3-5 years.**

Facilities Current and Planned Constructions

1. Delta Residence Hall Project
2. Energy Lease Project
3. Tori Hunter Baseball Field, Press Box
4. Golden Lion Stadium Renovation
5. Larrison Hall Renovations
6. Kountz Kyle Phase II
7. Harold Complex Renovation
8. New Student Center/LA Davis Renovation
9. Student Union Façade Renovation

**APPENDIX E**

**University of Arkansas at Pine Bluff  
Campus Map**



- 1. Motor Pool
- 2. Value Added Products Building
- 3. Agricultural Technology and Training Center
- 4. S. J. Peaker Agriculture Research Building
- 5. S. J. Peaker 1890 Extension Complex
- 6. Delta Housing Complex
- 7. Facilities Management
- 8. Johnny B. Johnson Housing Complex
- 9. Health, Physical Education and Recreation (HPER) Building
- 10. Alumni House
- 11. Child Development Center
- 12. Administration Building
- 13. Human Sciences Building
- 14. Fitness Center
- 15. Woodard Hall
- 16. STEM Building
- 17. Infirmary Building
- 18. Walker Research Center
- 19. Holiday Hall
- 20. Larrison Hall
- 21. Hazard Building/Military Science
- 22. Childress Hall
- 23. Douglas Hall
- 24. Lewis Hall
- 25. L.A. Davis, Sr. Student Union
- 26. Caldwell Hall
- 27. W.E. O'Bryen Bell Tower
- 28. Henderson Young Hall
- 29. John B. Watson Library
- 30. Harold Complex
- 31. Dawson-Hicks Hall
- 32. Cairne-Gilbert Hall
- 33. Kouritz Kyle Hall
- 34. Hare Hall
- 35. Hartsaway-Howard Fine Arts Center
- 36. Corbin Hall
- 37. Rust Technology Building
- 38. Welcome/Information Center
- 39. University Police
- 40. Residential Life
- 41. UAPB/AMSN Credit Union
- 42. UAPB - Business Support Incubator and Office Complex