



Procurement Services

University of Arkansas at Little Rock

2801 S. University Ave., Little Rock, AR 72204-1099 | (O)501.916.3144 | (F)501.916.3425

REQUEST FOR PROPOSAL (RFP)

SOLICITATION INFORMATION

Solicitation Number:	FB-24-004	Solicitation Issued:	3/27/2024
Description:	Pouring Rights and Sponsorship and Vending Services		

SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	4/23/2024	Bid Opening Time:	3:00, PM CST
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Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. **Bid submissions received after the designated bid opening date and time may be rejected as untimely.** Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204 Suppliers are responsible for delivering their bid documents to the University of Arkansas at Little Rock on or before the scheduled bid opening time. Postage service providers—USPS, UPS, and FedEx—deliver mail to our offices based on our street address. Supplier assumes all risk for timely and properly submitted deliveries.
Bid's Outer Packaging:	Seal the outer packaging and mark it with the following information. <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective supplier's name and return address Improperly marked packages may be opened for identification purposes.

UA LITTLE ROCK PROCUREMENT SERVICES CONTACT

Buyer:	Noel Johnson	Buyer Email:	njohnson1@ualr.edu
Main Email:	procurement@ualr.edu	Main Phone:	501-916-3144
Website:	https://ualr.edu/procurement/bids/		

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Section 1 - General Instructions and Information

Do not respond to items in this section unless specifically and expressly required

1.1. Introduction

The University of Arkansas at Little Rock (UA Little Rock) is soliciting proposals from qualified and experienced suppliers to provide services for the sale, distribution, and merchandising of beverages, vending machine food/snacks.

The successful Pouring Rights and Sponsorship supplier would be granted the following exclusive privileges:

- Academic/Campus Sponsorship and Beverage Pouring Rights, defined as:
 - Beverage Services
 - Beverages for University Dining Service and Other Contracted Sales
- Athletic Sponsorship and Beverage Pouring Rights

The successful vending supplier(s) would be granted the following privileges:

- Food/Snack Vending

The university hopes to establish relationships that will complement the many new and exciting initiatives currently underway and those in the future as well.

Note: Supplier(s) may submit proposals for, (1) Pouring Rights and Sponsorship ONLY, (2) Vending food/snack products ONLY, or (3) all services and products being requested through this solicitation.

1.2. Objective and Goals

Exclusive Pouring Rights and Sponsorship Partnership Goal

Establish a long-term agreement and partnership with a nationally recognized beverage supplier to enhance current operations and service levels while maximizing financial support to the university. The supplier will work with the university to promote beverage sales with a complete selection of high-demand current and future products provided through state-of-the-art equipment and quality service.

Food/Snack Vending Partnership Goal

Establish mutually beneficial relationships with suppliers offering food/snack vending and isotonic beverages to improve the overall campus experience for students, faculty, and staff. The supplier will work with the university to optimize product offerings and vending locations so as to maximize profits, and will provide products using state-of-the-art equipment and quality service.

1.3. Vending Services Minimum Qualifications

Minimum qualifications are required for a Proposer to be eligible to submit a Bid Response. Your Bid Response must address the minimum qualifications and demonstrate how you meet them. Those that are not responsive to these qualifications shall be rejected without further consideration.

Successful Proposers to this RFP must be able to meet or exceed the following minimum qualification:

A. Have a minimum of five (5) years' experience providing vending machine sales and service to a variety of locations that is relative in size to the scope of works outlined in this RFP.

1.4. Current Environment

The university has approximately 2,230 full time and part time academic and administrative staff, 190 Graduate Assistants, and an enrollment of approximately 7,150 undergraduate and graduate students. The university is also home to eStem High School which has approximately 500 students. The campus living facilities currently houses approximately 930 students with a capacity for 1,400 students across four (4)

residence halls and one (1) 400 room apartment complex. The university campus also contains more than 50 educational and general buildings.

The university currently has a dining services agreement with Sodexo.

1.5. About UA Little Rock

UA Little Rock is a metropolitan research university that provides access to quality education through flexible learning and unparalleled internship opportunities. At UA Little Rock, we prepare our students to be innovators and responsible leaders in their fields. Committed to its mission, UA Little Rock is a driving force in Little Rock’s thriving cultural community and a significant component of the city and state’s growing profile as a regional leader in research, technology transfer, economic development, and job creation.

For more information on the university, please see ualr.edu/about/.

Trojan Athletics

Trojan Athletics currently sponsors 15 varsity sports programs including 8 women’s and 7 men’s sports. Women’s sports include basketball, cross country, golf, indoor track and field, outdoor track and field, soccer, swimming and diving, and volleyball. Men’s sports include baseball, basketball, cross country, golf, indoor track and field, outdoor track and field and wrestling.

1.6. Type of Contract

- A. As a result of this solicitation, UA Little Rock intends to award each contract a four (4) year initial contract with up to three (3) annual renewals to at least two (2) but no more than three (3) suppliers.
- B. The total contract term for any resulting contract shall not exceed seven (7) university fiscal years.
- C. The anticipated starting date for any resulting contract is **July 1, 2024**. However, the university may adjust the contract start date for up to three calendar months.
- D. Pursuant to Arkansas Code Annotated § 19-11-249, any campus, unit or division of the university of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser or bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.
- E. By submitting a signed proposal in response to this solicitation, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.

1.7. Schedule of Events

For informational purposes, UA Little Rock is providing a Solicitation Schedule of Events; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the university.

Event Description	Date & Time
Release of solicitation	March 27, 2024
Virtual Bidders Conference	April 9, 2024 @ 9:00 AM CST
Questions from Bidders due	April 11, 2024
Answers to questions posted*	April 15, 2024
Proposal Due Date	April 23, 2024 @ 3:00 PM CST
Interviews*	Date TBD

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Evaluation complete*	May 2024
Post Anticipation to Award and Start of Discussions*	May 2024
Legislative Review*	May/June 2024
Award Commences*	July 2024

Table A

1.8. Non-Mandatory Virtual Bidders Conference

UA Little Rock will host a bidders conference to provide additional information and clarification regarding the solicitation.

- A. The conference will take place on the date and time listed in Table A.
- B. The conference is important to prospective respondents to understand the tasks a respondent shall complete when submitting a proposal.
- C. Use the Zoom registration link below to register and attend.

Zoom Registration Link:

<https://ualr-edu.zoom.us/j/82791751041?pwd=Nnd5Uk9Xb3A3czd3MlB0QmdReG9KUT09>

Meeting ID: 827 9175 1041
Passcode: 047686
Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

- D. The issuing buyer will post any updates from the bidders conference on the bid page.

1.9. Live Proposal Opening

Use the information below to view the proposal opening online.

Zoom Meeting Link:

<https://ualr-edu.zoom.us/j/83489995282?pwd=bEhSR3ZNOWNLM2trUXMvR3YyMjhsdz09>

Meeting ID: 834 8999 5282
Passcode: 981315
Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.10. University Contract Administrator

- A. Lisa Shellito-Benbrook, Administrative Operations Manager, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock's representative and administrator of any resultant contract(s).
- B. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
- C. The Contract Administrator shall work with the Supplier throughout the contract term. The Contract Administrator shall transmit all instructions, questions, approvals, and special requests concerning the contract. The Contract Administrator may designate other university personnel to assist with the administration of the contract.

1.11. Clarification of RFP Solicitation

- A. Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to

by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.

- a. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
 - b. If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.
- B. The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.
- C. Prospective suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.
- E. Only an addendum written and authorized by the university will modify the solicitation.
- F. An addendum posted within three (3) calendar days prior to the proposal opening may extend the proposal opening and may or may not include changes to the solicitation.

1.12. Definition of Terms

The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.

- A. The words "bidder," "proposer," "contractor," and "supplier" are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
- B. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this solicitation.
- C. "Shall" and "Must" mean the imperative and are used to identify requirements.
- D. "Requirement" signifies a requirement of the proposal and that the supplier's agreement to and compliance with that item is mandatory.
- E. "Specification" means any technical or purchase description or other description of a commodity or service's physical or functional characteristics or nature. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- F. The words "UA Little Rock," "university," "campus," "UALR," and "University of Arkansas at Little Rock" are used synonymously in this document.
- G. The terms "Request for Proposal," "RFP," "Bid," and "Solicitation" are used synonymously in this document.
- H. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
- I. "Redacted" means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
- J. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- K. "State Holiday" means the following days during the year when State Offices are closed:
 - Christmas Day
 - Christmas Eve
 - Dr. Martin Luther King Jr.'s Birthday
 - Independence Day
 - Labor Day
 - New Year's Day
 - Thanksgiving Day
 - Veteran's Day
 - George Washington's Birthday and Daisy Gatson Bates Day
 - Memorial Day

- L. Any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday.
- a. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.
 - b. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.
 - i.
- M. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Central Time.
- N. "State" means the State of Arkansas.
- O. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
- P. "Solicitation Terms and Conditions" refers to The University of Arkansas at Little Rock's solicitation terms and conditions located on the UA Little Rock Procurement Services website:
<https://ualr.edu/procurement/bids/>.
- Q. "Beverages" refers to all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to:
- Colas and other flavored carbonated drinks;
 - Fruit juice, fruit juice containing, and fruit flavored drinks;
 - Chilled coffee drinks;
 - Chilled tea products;
 - Hypertonic, isotonic, and hypotonic drinks (sports drinks, energy and fluid replacement);
 - Water whether carbonated or still, spring, mineral, or purified.
- R. "Gross Revenues" as used herein should be construed to include all monies inserted and retained in the vending machines of supplier as well as any machine purchases through cards such as debit, credit cards or university cards.

1.13. Response Documents

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information. Responses should be formatted no larger than 8.5" x 11", fully recyclable (i.e., no plastic covers, plastic tabs, etc.), and bound with glue, staples, or thread (i.e., perfect bound, saddle stitching, etc.). Metal or plastic coil binding is not allowed. Responses must be submitted in the English language.

A. Technical Response Packet

Prospective suppliers shall utilize the Technical Response Packet to submit their responses.

- a. The Original Technical Proposal Packet must be clearly marked "Original," and must be received on or before the proposal opening date and time.
- b. The packet must include the following:
 - Signed Proposal Signature Page.
 - Signed Proposed Subcontractors Form, if applicable.
 - Response to Information for Evaluation section.
 - Recommended Options Form, if applicable
 - Other documents and information expressly required in this solicitation.
- c. The following items, **which must be submitted before a contract award** to the prospective supplier, may also be included with the prospective supplier's proposal.
 - [EO 98-04: Contract and Grant Disclosure Form](#)
 - Copy of prospective supplier's Equal Opportunity Policy.
 - Voluntary Product Accessibility Template (VPAT), if applicable.
- d. **Do not include pricing or financial information in the technical proposal packet.**

B. Financial Proposal Packet

Prospective respondents should utilize the Financial Proposal Packet posted with the solicitation document and submit it separately from the Technical Response Packet.

- a. All pricing must be proposed in U.S. dollars and cents.
- b. Pricing document packet should be clearly marked "Pricing."

C. Recommended Response Documents

In addition to the Technical Response and the Financial Proposal Packets, the following items should be submitted **on flash drive** as PDF files.

- a. One (1) PDF copy of the Technical Response Packet.
- b. One (1) PDF copy of the Financial Proposal Packet.
- c. One (1) redacted copy (marked "REDACTED") of the original Technical Response Packet. See Proprietary Information in Solicitation Terms and Conditions for more information.
- d. If the university requests additional copies, they must be delivered within twenty-four (24) hours of the request.
 - All additional copies must be identical to the original hard copy.
 - In case of a discrepancy, the original hard copy **shall** govern.

1.14. UA Little Rock Solicitation Terms and Conditions

- A. This solicitation incorporates all of the UA Little Rock Solicitation Terms and Conditions located on the UA Little Rock Procurement Services website here: <https://ualr.edu/procurement/bids/>.
 - a. Any special terms and conditions included in this solicitation shall override the UA Little Rock Solicitation Terms and Conditions.

1.15. UA System Procurement Terms and Conditions

- A. Any purchase or contract as a result of this solicitation incorporates all the UA System Procurement Terms and Conditions as posted here: <https://www.uasys.edu/system-office/finance-and-administration/procurement/>.
 - a. Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

Section 2 - Requirements & Specifications

Do not respond to items in this section unless specifically and expressly required.

2.1. Pouring Rights and Sponsorship

A. Agreement and Requirements

- a. Any resulting Pouring Rights and Sponsorship agreement will grant exclusive rights to make beverages available for sale and distribution at UA Little Rock's facilities consisting of real property owned, or contracted services (bookstore and dining/convenience stores), operated by UA Little Rock.
- b. It shall also include the right to install full-service vending machines, retail single-service beverage equipment, and fountain service equipment throughout the facilities.
- c. The concession agreement shall contain provisions regarding prices for products purchased under the agreement; the relationship with any contracted food service providers of UA Little Rock; the number, location, installation, maintenance, and repair of vending machines and the prices of products sold in such machines and specific requirements concerning the machines and their ability to convert to debit card vending; a schedule of when monies will be removed from the machines, a process for refunds due to customers as a result of malfunction, payment of commission checks, gross sales report monthly, and annual accountings on June 30, the university's fiscal year-end.
- d. The concession agreement shall contain terms concerning exclusivity, termination provisions, 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.
- e. Any resulting food/snack vending agreement(s) will grant the winning supplier the right to install full-service vending machines on the main UA Little Rock campus as well as the Bowen School of Law.

B. Management and Operational Requirements

- a. The supplier is responsible for the set-up, installation, and operational efficiency of all beverage equipment, accessories, products, and CO2 for all dispensing locations that 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 satisfactory condition throughout the term of this contract. The supplier shall adhere to the highest standards of cleanliness and sanitary practices.
- d. The supplier shall act promptly to notify the university and remove products that become subject to a product recall. The supplier shall also promptly remove expired products from all machines and dining locations.
- e. Recognizing that a successful beverage program depends on favorable response from users, the supplier shall meet regularly to work with the campus manager and/or authorized committees to maintain maximum efficiency and good public relations with students, faculty, and staff.
- f. There will be no minimum order requirements.

- g. The supplier 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.
 - i. The supplier 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 supplier 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.
 - ii. The university shall provide the supplier with routine campus protection currently available to vending service, such as night patrol, door checks, security consulting, call responses, etc.
 - iii. The university and the supplier shall mutually determine the additional security measures required to control unauthorized access to all vending service areas included in the contract.

C. Equipment Requirements

- a. The supplier 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.
- b. All machines are to be new equipment in exceptional operating condition and physical appearance. Before the start of the agreement and any subsequent equipment installation, equipment models proposed by the selected supplier must be approved by the university.
- c. The university reserves the right to reject certain machine models, or graphic treatments or to order the removal of any individual machine at its sole discretion. The supplier will remove the equipment promptly upon the university's request.
- d. All machines will have a ground fault circuit interrupter (GFCI) installed by the supplier and will remain active at all times.
- e. All equipment shall have the highest energy efficiency ratings possible.
- f. The university will provide utilities and space for a designated vending area and furnish access to UA Little Rock property during regular business hours or as otherwise designated by the university.

D. Fountain Dispensers and Related Equipment

- a. The supplier must provide and install dispensing equipment in any existing and new dining facilities. For informational purposes, the current food service areas are listed in Attachment C.
- b. The supplier shall ensure that the fountain and related equipment are maintained and dispense appropriate products. (e.g. syrup/liquid mix, age, temperature, no overspray or spill)
- c. 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.
- d. The supplier 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 installation if the total investment required is not acceptable.

E. Beverage Vending Machines

- a. The supplier shall provide the number of machines currently required by the university. By mutual agreement, the university and the supplier will determine the location of each new vending machine or removal of the current supplier machine to maintain the appropriate staff/student-to-supplier ratio and obtain maximum revenue generation. If the university sees a pattern of empty machines, the supplier 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 in Attachment A.
- b. Appropriate consumer information shall be affixed to each machine, including a unique, clearly visible identification number, a repair service telephone number, and the procedure for obtaining a refund. Refund money must be made available, as requested, to provide immediate refunds to those who lose money in vending machines.
- c. 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, debit/credit cards, Google Pay, Apple Pay, and Samsung Pay. As additional payment technologies become available and generally accepted within the vending industry, expanded payment options for credit/debit cards or other cashless payment options are expected to be incorporated into on-campus vending machines by the supplier.
- d. All vending equipment should be capable of accepting Trojan Express (FLEX) Dollars as a form of payment at the time of installation. If this is not possible, the successful supplier must notify the contract administrator in writing with the reasons and one or more proposed remedies. Suppliers must outline the type of technology that they will utilize for the Debit/Credit reader.
- e. ADA Requirement: All vending machines and associated parts must meet current ADA standards; including but not limited to the requirement for all operable parts to meet the required reach ranges, between 15" and 48" above finish floor.
- f. All vending machines must be plugged into a supplier provided vending miser (a power saving device) or be Energy Star certified.

F. Product Requirements and Selection

- a. The supplier shall provide bottled and canned offerings according to industry-established 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.
- c. 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.
- d. 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 a capped faucet for sanitary purposes or a university-approved alternative. Bulk CO2 and supporting equipment should also be made available.
- e. The supplier shall provide the university with its complete line of carbonated and non-carbonated vended beverages, including but not limited to water, soda, juice, punch, tea, energy, and sports drink products.
- f. The university shall have the exclusive right to select the products to be vended. The university intends to ensure that most products are nationally advertised, name-brand, and high quality.

- g. The supplier must remove products that do not, in the opinion of the university, meet the required criteria and replace them with other products selected by the University.
- h. If required by the university, the supplier must furnish additional products in the machines as customers demand changes and/or new products become available.
- i. The supplier shall provide at a minimum four (4) healthy options, such as water, fruit juice, and other non-carbonated selections.

G. Product Pricing

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

H. Service and Maintenance Requirements

- a. The supplier 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 supplier is not able to perform the necessary repairs in the stated time frame, the supplier will arrange for a backup 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 working day.
- b. A program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment, including vending and soft drink equipment, shall be instituted and carried out by the supplier.
- 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 supplier will restock bottled beverage refrigerators and vending machines at least three (3) times per week or as needed to remain stocked. The supplier must predict and respond to seasonal needs, fluctuations, and demands, especially at the beginning of each semester.

I. Accounting and Reporting Requirements

- a. The suppliers shall retain separate books, records, and accounts relating to the operation of this agreement in a form and manner satisfactory to the university.
- b. At the close of each month's accounting period, the suppliers 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.
- c. The suppliers shall submit monthly the same information by individual vending machines and food service or other product delivery locations.
 - d. The supplier shall submit to the university within sixty (60) days following the close of its fiscal year a balance sheet, income statement, and statement of retained earnings accompanied by a certified public accountant statement.
 - e. The suppliers 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 suppliers 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 supplier and University.
 - f. The suppliers 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.

J. Athletics Sponsorship Agreement

- a. The athletic sponsorship agreement is to provide the terms and conditions under which the party will be a major supporter and sponsor of UA Little Rock including its intercollegiate athletic program by making substantial contributions that will serve to aid, support, and assist UA Little Rock in carrying out its mission as a public educational institution and to support its intercollegiate athletic programs. The agreement shall contain provisions pursuant to which the party will be designated as a "sponsor" or "proud sponsor" of the UA Little Rock Trojans (or similar designations) for all intercollegiate sports events held at UA Little Rock 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 rules and regulations of the United States Department of the Treasury Internal Revenue Service concerning Taxation of Tax-Exempt Organizations' Income from Corporate Sponsorship.
- c. UA Little Rock shall also provide for recognition of sponsorship during Trojan television and radio broadcasts, programs, and other athletically-related publications, outfield and scoreboard signage at Curran- Conway Park, scoreboard signage at the Jack Stephens Center, and exclusive sponsorship of one men's basketball game.
- d. Should UA Little Rock expand the athletic program or athletic facilities at any time during the existence of the agreement regarding athletic pouring rights, the parties agree that the amount of the pouring rights guarantee attributable to that venue shall be increased in proportion to the amount of capacity and/or enhanced concessions created by the change. The parties will negotiate in good faith concerning the same, and the respondents are invited to explain any attribution of the athletic pouring rights guarantee to a specific venue in their response.

i. Benefits

The apparent winning supplier will receive the following sponsorship benefits.

1. Signage
 - a. Sponsorship panel on both scoreboards in the Jack Stephen's Center, home of Trojan Athletics, and at the Gary Hogan Field at Curran Conway Park. The panels will remain in place for the duration of the contract.

- b. 4'x8' outfield fence signs at the Gary Hogan Field, home of the UA Little Rock men's baseball and summer league programs.

2. Radio

The following radio broadcast mentions shall be made during game broadcasts.

- a. Open/close credits for all 31 UA Little Rock men's basketball game.
- b. Pre-game show sponsor for all 31 UA Little Rock men's basketball game broadcasts. Includes live and recorded mentions in and out of commercial breaks.
- c. :30 second radio message during all 31 UA Little Rock men's basketball game broadcasts. A game broadcast consists of pre-game, during game, half-time, and post-game.
- d. :10 second live reads during all 31 UA Little Rock men's basketball game broadcasts.
- e. Open/close credits for all 31 UA Little Rock women's basketball game broadcasts.
- f. :30 second radio message during all 31 UA Little Rock women's basketball games. Broadcasts consist of pre-game, during game, half-time, and post-game.
- g. :10 second live reads during all 31 UA Little Rock women's basketball games.
- h. Open/Close credits for all 10 men's basketball head coaches shows to be broadcast.
- i. :30 second radio message for all 10 men's basketball head coaches shows to be broadcast.

3. Men's Basketball Corporate Game Sponsorship

- a. 200 reserved seats
- b. 4 public address announcements during the game, listing company as exclusive game sponsor
- c. Company logo on the official game program
- d. Live or pre-recorded half-time radio interview
- e. Initiation to 4 guests to meet in the Legends Room before game
- f. 24 game day parking passes

K. License Agreement

- a. The license agreement will grant the right to use and produce UA Little Rock's marks in connection with the distribution, sale, and promotion of beverages and products. "UA Little Rock Marks" means agreed sponsorship designations and the UA Little Rock 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 UA Little Rock which relate to UA Little Rock or which were created during the term of the agreement. The agreement will grant to the party a non-exclusive license to use the UA Little Rock 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 UA Little Rock marks by any other person or entity which competes commercially with the party in the commercial field of "Beverages".
- b. The license agreement shall contain terms for an annual license fee payable in lump sum or 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.
- d. The license agreement shall contain other terms and conditions acceptable to UA Little Rock and customarily contained in similar license agreements in the industry with public institutions.

L. Gifts and Donations - Academic Initiative and Student Services

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

2.2. Food/Snack Vending

A. Management and Operational Requirements

- a. The supplier(s) is responsible for the set-up, installation, and operational efficiency of all vending equipment, accessories, and products for all vending machine locations that may now exist or may be added in the future.
- b. The vending 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 satisfactory condition throughout the term of this contract. The supplier(s) shall adhere to the highest standards of cleanliness and sanitary practices.
- d. The supplier(s) shall act promptly to notify the university and remove products that become subject to a product recall as quickly as possible. The supplier(s) shall also promptly remove expired products from all vending machines.
- e. Recognizing that a successful vending program depends on favorable responses from users, the supplier(s) shall meet regularly to work with the contract administrator and/or authorized committees to maintain maximum efficiency and good public relations with students, faculty, and staff.
- f. The supplier(s) 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.
 - i. The supplier(s) 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 supplier(s) 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.
 - ii. The university shall provide the supplier(s) with routine campus protection currently available to vending services, such as night patrol, door checks, security consulting, call responses, etc.
 - iii. The university and the supplier(s) shall mutually determine the additional security measures required to control unauthorized access to all vending service areas included in the contract.

B. Equipment Requirements

- a. The supplier shall, without cost to the university, supply, install, service, and maintain all food/snack vending machines, which comply with the following and must maintain ample stock of all products dispensed and sold in the machines provided.
- b. All machines are to be new or recently refurbished equipment in exceptional operating condition and physical appearance. Before the start of the agreement and any subsequent equipment installation, equipment models proposed by the selected supplier must be approved by the university.
- c. The university reserves the right to reject certain machine models, or graphic treatments or to order the removal of any individual machine at its sole discretion. The supplier will remove the equipment promptly upon the university's request.
- d. All machines will have a ground fault circuit interrupter (GFCI) installed by the supplier and the same will remain active at all times.
- e. All equipment shall have the highest energy efficiency ratings possible.
- f. The university will provide utilities and space for designated vending areas and furnish access to UA Little Rock property during regular business hours or as otherwise designated by the university.
- g. The supplier shall provide the number of machines currently required by the university. By mutual agreement, the university and the supplier will determine the location of each new vending machine or removal of the current supplier machine to maintain the appropriate staff/student-to-supplier ratio and obtain maximum revenue generation. If the university sees a pattern of empty machines, the supplier 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 in Attachment A.
- h. Appropriate consumer information shall be affixed to each machine, including a unique, clearly visible identification number, a repair service telephone number, and the procedure for obtaining a refund. Refund money must be made available, as requested, to provide immediate refunds to those who lose money in vending machines.
- i. 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, debit/credit cards, Google Pay, Apple Pay, and Samsung Pay. As additional payment technologies become available and generally accepted within the vending industry, expanded payment options for credit/debit cards or other cashless payment options are expected to be incorporated into on-campus vending machines by the supplier.
- j. All vending equipment should be capable of accepting Trojan Express (FLEX) Dollars as a form of payment at the time of installation. If this is not possible, the successful supplier must notify the contract administrator in writing with the reasons and one or more proposed remedies. Suppliers must outline the type of technology that they will utilize for the Debit/Credit reader.
- k. ADA Requirement: All vending machines and associated parts must meet current ADA standards; including but not limited to the requirement for all operable parts to meet the required reach ranges, between 15" and 48" above finish floor.
- l. All vending machines must be plugged into a supplier provided vending miser (a power saving device) or be Energy Star certified.

C. Product Selection

- a. The university shall have the exclusive right to select the products to be vended. The university intends to ensure the majority of products are nationally advertised, name-brand, and high quality.
- b. Food/Snack vending machines shall have at least 35 - 40% healthy choice product options, defined as:

Calories: No more than 250 calories per serving
Fat: No added fat, saturated fat, or trans fat
Sugar: No sugar added except for grains.
No more than 6 grams of sugar per serving of grains.
Sodium: No more than 150 mg per serving.

- c. The supplier must remove products that do not, in the opinion of the university, meet the required criteria and replace them with other products selected by the University.
- d. If required by the university, the supplier must furnish additional products in the machines as customers demand changes and/or new products become available.
- e. Out-of-date food shall be removed and replaced promptly.
- f. All food and food products specified shall be processed, packaged, and delivered under the regulations, laws, and standards of the City of Little Rock, the State of Arkansas, the United States Department of Agriculture (USDA), and the Federal Food, Drug, and Cosmetic Act.
- g. Only snacks that display nutritional values on their packaging shall be dispensed.
- h. A copy of the nutritional analysis for each product sold in the machines must be maintained on file at the vending machine services facility and presented upon request.

D. Service and Maintenance Requirements

- a. The supplier shall provide exemplary service and repair for all equipment at no cost to the university. Services relating to "out of service" vending machines must be resolved within six (6) hours, or immediately the following working day. If the supplier is not able to perform the necessary repairs in the stated time frame, the supplier will arrange for a backup service to repair vending equipment.
- b. A program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment, including vending and soft drink equipment, shall be instituted and carried out by the supplier.
- c. The supplier will restock vending machines at least three (3) times per week or as needed to remain stocked. The supplier must predict and respond to seasonal needs, fluctuations, and demands, especially at the beginning of each semester.

E. Product Pricing

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

F. Accounting and Reporting Requirements

- a. The suppliers shall retain separate books, records, and accounts relating to the operation of this agreement in a form and manner satisfactory to the university.
- b. At the close of each month's accounting period, the suppliers must provide the university 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.
- c. The suppliers shall submit monthly the same information by individual vending machines and food service or other product delivery locations.
- d. The supplier shall submit to the university within sixty (60) days following the close of its fiscal year a balance sheet, income statement, and statement of retained earnings accompanied by a certified public accountant statement.
- e. The suppliers 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 suppliers 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 supplier and University.
- f. The suppliers 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.

G. Revenue

- a. The university will consider various options involving revenue generated under this contract. All options to the standard commission fee structure will be considered. The proposer shall respond to the pricing plan option in the Financial Proposal Packet.
 - i. Commission: A sum equal to a fixed percentage of gross retail sales paid monthly.
- b. All fees will be paid to the university monthly, no later than the 15th day of the following month in which actual sales occurred. The proposer will be responsible for all sales tax, licenses, fees, etc., and will not deduct such from the commission owed to the university.

2.3. Requirements for Any Resultant Contract

A. Insurance Requirements

- a. The supplier shall maintain liability insurance and shall file certificates of insurance with the university before contract commencement and every year thereafter.
- 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 supplier of their responsibility for maintaining adequate insurance.

B. Personnel Requirements

- a. The supplier(s) shall comply with all applicable governmental regulations related to the employment, compensation, and payment of personnel and shall abide by all rules and regulations concerning the employment of minors.
- b. The supplier(s) and all employees of the supplier(s) shall observe all university rules and regulations that apply to university employees while on campus.
- c. The supplier(s) must provide sufficient vending service representatives on the premises of the university to replenish machines as required, correct malfunctions of equipment, and promptly address complaints of short change or other items of customer dissatisfaction.

- d. All employees providing any type of service to vending machines, fountain or university food service equipment, or pouring equipment, are to be uniformed personnel with name badges or other identification prominently displayed.
- e. The supplier(s) 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 supplier(s).
- f. When needed, the supplier(s) shall provide game day personnel and equipment in support of concession and vending sales at major athletic events.
- g. The supplier(s) shall not subcontract all or any substantial part of the contract without prior written approval of the university. The supplier(s) 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.

C. Transition Plan

- a. Suppliers should provide a transition plan outlining the anticipated timeframe from the time of award to implementation of service, including how machines will be added, moved, and removed from facilities. All equipment and services should be operational no later than July 30, 2024.

D. Sustainable Partnership

- a. As part of our commitment to sustainability, UA Little Rock seeks to establish a sustainable partnership that promotes environmentally and socially responsible practices in regards to beverage and vending services.
- b. Suppliers are encouraged to provide solutions in their submitted proposals.

E. Performance Standard

- a. State law requires that qualifying contracts for services include Performance Standards to measure the overall quality of services provided. The university's Performance Standards are outlined in Table B.
- b. Performance Standards identify expected deliverables, performance measures, or outcomes and define the acceptable standards a supplier should meet to avoid assessment of damages.
- c. The university may be open to Performance Standards negotiations before the contract award, before the commencement of services, or throughout the contract duration.
- d. The university **shall** have the right to modify, add, or delete Performance Standards throughout the contract's term should the university determine it is in its best interest to do so.
- e. Any changes or additions to performance standards will be made in good faith following accepted industry standards and may include the input of the supplier to establish reasonably achievable standards.
- f. All changes made to the Performance Standards **shall** become an official part of the contract.
- g. Performance Standards **shall** continue throughout the term of the contract.
- h. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- i. If a Performance Standard is not met, the supplier will have the opportunity to defend or respond to the insufficiency.
- j. The university **shall** have the right to waive damages if it determines there were extenuating factors beyond the supplier's control that hindered performance. In these instances, the university shall determine the performance acceptability.
- k. Should any compensation be owed to the university due to the assessment of damages, the supplier should follow the direction of the university regarding the required compensation process.

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SERVICE CRITERIA	ACCEPTABLE RANGE	DMG FOR INSUF. PERFORMANCE
Vending Machines	Machines will be adequately stocked and kept in full working order 95% of the time	Failure to meet the standard may result in a negative Supplier Performance Report. If more than 6 instances occur per quarter, the university may request reimbursement for up to 10% of the anticipated revenue based on historical financial data. Continued failure without resolution may result in contract termination.
Response time to calls	95% of calls are responded to within 24 hours	If more than 5 instances per quarter, the university may request reimbursement for up to 10% of any anticipated revenue based on historical financial data. Continued failure without resolution may result in a negative Supplier Performance Report and/or contract termination.
University logos, images, or trademarks represented on products, machines, or delivery trucks	Zero (0) tolerance	May be cause for contract termination
Annual Financial Reports	Due no later than sixty (60) after the fiscal year	Failure to meet the standard will result in a negative Supplier Performance Report.
Monthly Reports	Due within the last week of each month	Failure to meet the standard will result in a negative Supplier Performance Report.
Vending Agreements Only: Revenue	Commissions will be paid to the university monthly, no later than the 15th day of the following month in which actual sales occurred.	A 5 percent (%) late fee will be due and payable if fee payments are not received by the due date.

Table B

Section 3 - Selection

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

3.1. Selection Process

- A. UA Little Rock will review each Technical Proposal Packet to verify submission requirements have been met. Technical Proposal Packets that do not meet submission requirements may be disqualified and may not be evaluated.
- B. The university may conduct cost checks based on the cost submitted by each prospective supplier on the completed Pricing response.
 - a. Prospective suppliers submitting responsive proposals with a proposed cost that falls twenty-five percent (25%) or more from the average submitted cost may be asked to justify their submitted cost.
 - b. Should the university request clarification and/or additional information regarding cost, prospective suppliers shall provide clarification and/or additional information as specified by the request.
- C. A university appointed evaluation committee will evaluate and score qualifying Technical Proposals.
 - a. Evaluation will be based on the prospective supplier's response to the Information for Evaluation section included in the Technical Proposal Packet. See Table C for the scoring scale.
 - b. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 - c. After individual evaluations are complete, the Evaluation Committee will meet to discuss their ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criterion.
 - d. After the committee discusses their individual scores as a group, each member will have the opportunity to change their initial individual scores, if they feel that is appropriate.
 - e. The final individual scores of the evaluators will be recorded on the Overall Score Sheets and averaged to determine the consensus score for each proposal.
 - f. Other agencies, consultants, and experts may also examine documents at the discretion of the university.

SCORE	DESCRIPTION
10	The response provides metrics clearly establishing that the prospective supplier is reliable and capable of fully performing the required scope of work.
5	The response provides metrics suggesting that the prospective supplier's level of performance may be acceptable, but it does not clearly establish that the prospective supplier is reliable and capable of fully performing the required scope of work.
0	The response provides metrics clearly establishing that the prospective supplier is unreliable and incapable of fully performing the required scope of work.

Table C

3.2. Technical Proposal Score

- A. The Information for Evaluation section has been divided into four sections. Each subsection has a maximum point value of ten (10), and is weighted according to its significance as determined by the

university. The total point value for each subsection is reflected below as the Maximum Raw Score Possible.

a. Experience

- i. The Experience subsection included in the *Technical Proposal Packet* allows prospective respondents to differentiate themselves based on their experience, technical capability, and understanding of the university's specific needs.
- ii. Prospective respondents should identify expertise in the form of a claim and provide relevant experience to support each claim.
- iii. Prospective respondents should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.

b. Solution

- i. The Solution subsection included in the Technical Proposal Packet allows prospective respondents to differentiate themselves based on their proposed solution and/or approach to solve the university's specific needs.
- ii. Prospective respondents should provide a high-level overview of the prospective respondent's proposed solution and/or approach to services using the requirements outlined in the solicitation.
- iii. Proposed solutions should be non-technical and include the prospective respondent's recommendations for meeting the objectives and requirements of the solicitation.
- iv. Additional service options and recommendations above and beyond those included in the proposed solution should be included in the Recommended Options Form.

c. Risk

- i. The Risk subsection included in the *Technical Proposal Packet* allows prospective respondents to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the prospective respondent's delivery of the solution as offered in the proposal or otherwise fail to meet the university's desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.
 - a. Prospective respondents should include sources, causes, or actions that are both within and beyond the control of the prospective respondents that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction with the university.
 - b. Risks should be described in simple, clear, and non-technical terms.
 - c. Prospective respondents should explain how the prospective respondents will mitigate, manage, and/or minimize each risk listed.
 - d. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the prospective respondent's performance in terms of time, cost, and client satisfaction.

d. Interview

- i. The issuing buyer will contact the prospective suppliers with the top technical proposal scores to schedule an interview.
- ii. Prospective suppliers shall attend the interview as scheduled by the university.

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- iii. Evaluators will complete an Individual Score Worksheet for each interview. Evaluation will be based on the prospective supplier’s responses to questions presented during the interview. Individual scoring for each interview will be based on the Scoring listed in Table C.
- iv. During a final consensus meeting, after all interviews are complete, Evaluators will have the opportunity to discuss the interviews and change their individual interview scores on the Overall Score Sheet, if they feel that is appropriate.
- v. The final individual scores of the Evaluators will be recorded on the Overall Score Sheet and averaged to determine the group or consensus score and rank for each proposal.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	20	140
Solution	10	30	210
Risk	10	20	140
Interview	10	30	210
Total Technical Score	40	100%	700

Table D

The supplier’s weighted score for each subsection will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for subsection in evaluation
 B = Maximum Raw Points possible for subsection
 C = Maximum Weighted Score possible for subsection
 D = Weighted Score received for subsection

- B. Supplier’s weighted scores for subsections will be added to determine the Total Technical Score for the proposal.
- C. Responses that do not receive a minimum total weighted technical score of **300** may not move forward in the solicitation process.
- D. Pricing for proposals that do not move forward shall not be scored.

3.3. Cost Score

When pricing is opened for scoring, the maximum cost points will be given to the proposal with the highest financial proposal, as shown on the Official Solicitation Price Sheet and Financial Proposal Packet. (See Grand Total Score for maximum points possible on the Financial Proposal.)

The number of cost points given to the remaining proposals will be allocated by using the following formula:

$$(B/A)*C = D$$

A = Highest Total Financial Proposal Total Cost
 B = Second (third, fourth, etc.) Highest Total Financial Proposal
 C = Maximum Points for Highest Total Financial Proposal
 D = Total Cost Points Received

3.4. Grand Total Score

The Technical Score and Presentation Score will be added together to determine the Grand Total Score for the supplier. The supplier with the highest Grand Total Score will be selected as the apparent successful supplier. Based on the ranking of the proposals, the university may move forward in discussions with those responsible prospective suppliers determined to be reasonably susceptible to being selected for award. (See Award Process.)

	MAXIMUM POINTS POSSIBLE
Technical Proposal - Information for Evaluation	700
Cost	300
Maximum Possible Grand Total Score	1,000

Table E

3.5. Discussions

- A. The university will move forward into discussions with the responsible prospective supplier(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
- B. Discussions may be conducted with the highest-ranking prospective suppliers based on the grand total score for each proposal or with multiple prospective suppliers reasonably susceptible to being awarded a contract.
- C. Should the university choose to engage in discussions with the highest-ranking prospective suppliers, the prospective suppliers invited to participate in discussions **shall** provide all documents required during discussions.
 - a. Should the university determine, through the discussion process, that the prospective supplier’s solution, approach, timelines, deliverables, expectations of the university, or a combination thereof makes the prospective suppliers no longer reasonably susceptible to being awarded a contract, the university may abandon discussions with that prospective supplier and may proceed to additional rounds of discussions with the next highest-ranking prospective supplier.
- D. Should the university choose to engage in discussions with multiple prospective suppliers contemporaneously, each prospective supplier invited to participate in discussions **shall** provide all documents required during discussions.
 - a. Should a prospective supplier not provide the required documents within the timeframes requested by the university or choose not to engage in the discussion process, the prospective supplier’s proposal will be considered withdrawn and will not be subject to further consideration in the solicitation process.
- E. If discussions necessitate material revisions of proposals, each responsible prospective supplier reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal for the purpose of submitting a best and final offer.
- F. During the discussion kick-off meeting, the prospective supplier shall provide the following documents to the university:
 - a. A detailed scope of work clearly identifying the prospective supplier’s understanding, implementation, and performance of services required in this solicitation, including all activities required by the supplier and all activities expected by the university.

- b. A risk management plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the risk plan submitted in the prospective supplier's Technical Proposal Packet
- c. A proposed financial summary, including
 - i. The completed pricing response and recommended options form submitted in the prospective supplier's Technical Proposal Packet
 - ii. A proposed payment schedule.
- G. Proposed project management and reporting templates.
- H. During the discussion's kick-off meeting, the prospective supplier shall address questions and/or concerns the university may have to the satisfaction of the university.
- I. During discussions, the prospective supplier shall revise the discussion documents until an agreement is made and the university has provided final approval.
 - a. The prospective supplier shall attend follow up meetings as determined necessary by the university. Reasonable efforts will be made to accommodate scheduling conflicts.
- J. During discussions, the prospective supplier shall present a final draft of the discussion documents to the university, including, at minimum:
 - a. A summary of all plans and scope of work developed during the discussion process and mutually agreed upon by the university and the prospective supplier.
 - b. A detailed scope of work clearly identifying the prospective supplier's implementation and performance of services required in this solicitation, including all provisions negotiated and agreed upon by the university and the prospective supplier since the discussions kick-off meeting.
 - c. Description of deliverables in terms of simplified metrics.
 - d. The Risk Management Plan.
 - e. Project management and reporting templates.
 - f. Financial summary, including:
 - i. The completed Pricing Response submitted with the prospective supplier's Technical Proposal Packet.
 - ii. A list of agreed upon and accepted recommended options (with impact to price).
 - iii. A payment schedule.
 - iv. Contact information for the prospective supplier's key personnel.
- K. During discussions, the prospective supplier shall present the final drafts of the items and shall summarize the coordination and planning completed during the discussion process.
- L. Once approved by the university, final drafted documents will become part of the resulting contract.
- M. The prospective supplier may determine which key personnel will attend the discussion meetings.

3.6. Anticipation to Award

- A. Once an anticipated supplier has been determined, the anticipated award will be posted to the university bid website.
- B. It is the responsibility of prospective suppliers to check the bid website for the posting of an anticipated award.
- C. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- D. A contract resulting from this solicitation may be subject to review and approval processes prior to award, which may include Legislative review.

3.7. Prospective Supplier's Acceptance of Evaluation Technique

The submission of a Technical Proposal Packet signifies the prospective supplier's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

Section 4 - General Terms and Conditions

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

4.1. Acceptance of Requirements

- A. A prospective respondent's past performance with the state, system, or university may be used to determine if the prospective respondent is responsible. (Arkansas Code Annotated Rule R8:19-11-229).
 - A. Proposals submitted by prospective respondents determined to be non-responsible will be rejected.
- 4.1.1. A single prospective supplier must be identified as the prime contractor.
 - A. The prime contractor shall be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents of the state for the performance thereof.
- 4.1.2. By submission of a proposal, the prospective respondent represents and warrants:
 - A. The prices in the proposal have been arrived at independently, without any collusion with another competing prospective respondent.
 - 1. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated §§ 19-11-240 and 19-11-245).
 - B. That the prospective respondent has not retained a person to solicit or secure the resulting 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 prospective supplier for the purpose of securing business.
- 4.1.3. The prospective respondent should not discuss the solicitation or proposal response, issue statements, or comments, or provide interviews to public media during the solicitation and award process.
- 4.1.4. Goods, qualifications, and services must meet or exceed the required specifications as set forth in the solicitation.
- 4.1.5. The university will not pay costs incurred in the preparation of the proposal.

4.2. Payment and Invoice Provisions

- 4.2.1. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS	EMAIL
University of Arkansas at Little Rock ATTN: Accounts Payable 2801 South University Ave Little Rock, Arkansas 72204	ACCOUNTSPAYABLE@UALR.EDU

- 4.2.2. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- 4.2.3. UA Little Rock may not be invoiced in advance of delivery and acceptance of any equipment, service, or commodity.
- 4.2.4. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- 4.2.5. Suppliers shall provide an itemized invoice for all charges.

- 4.2.6. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.

4.3. Internship Program

- 4.3.1. UA Little Rock is expanding its student internship program. All proposers are encouraged to utilize UA Little Rock student(s) in an internship capacity under any resulting contract for the items required under this solicitation. The internship shall be intended to serve as a relevant and meaningful educational enrichment opportunity and may be paid or unpaid depending on the employment relationship. To identify students interested and qualified for internships, opportunities will be posted in Handshake, an online job search platform. For additional information regarding participating in the internship program, please contact the Director of Distributed Learning and Career Center at 501-916-3584 or email careers@ualr.edu.

4.4. University On-Site Regulations

- 4.4.1. UA Little Rock 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 or vape pens, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by UA Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
- 4.4.2. The policies of UA Little Rock, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any UA Little Rock employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned on the campus of UA Little Rock. Suppliers and contractors are required to exercise control over their employees, agents and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that such supplier, contractor, agents, employees or subcontractors may be immediately removed from the project site and from UA Little Rock premises.

Section 5 - Attachments

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

Attachment A

Current Beverage Vending Number and Locations

BUILDING NAME	# OF MACHINES
Administration North and South	4
University Plaza Breezeway	1
Dickinson Hall	5
Donaghey Student Center	5
East Hall	1
EIT	3
ETAS	6
Fine Arts	2
University Commons	1
Maintenance Building	1
Nursing	2
Outside of Student Union B	1
Reynolds	2
Ross Hall	5
Science Building	2
South Hall	1
Speech	3
Student Service Center	2
University Theatre	2
West Hall	1
Ottenheimer Library	1
Village Apartments	1

UNIVERSITY OF ARKANSAS AT LITTLE ROCK
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Attachment B

Bottle and Can Vending Total Volume

June - December 2022			January through June 2023		
Bottle & Can	2022	2021	Bottle & Can	2023	2022
1 Liter	96	74	1 Liter	112	88
12oz	128	244	12oz	178	138
13.7oz	82	76	13.7oz	123	64
14oz	100	78	14oz	98	35
15.2oz	372	177	15.2oz	380	361
16.9oz	455	226	16.9oz	246	219
18.5oz	100	59	18.5oz	94	129
20oz	903	743	2 Liter	1	0
23.7oz	36	68	20oz	888	1,006
28oz	43	53	23.7oz	48	66
Can 12oz	14	0	28oz	42	33
Can 12P	328	229	Can 12oz	151	17
Can 13.65oz	2	0	Can 12Pk	256	162
Can 15oz	73	49	Can 15oz	72	84
Can 16oz	194	247	Can 16oz	172	257
Can 24Pk	33	31	Can 24Pk	12	8
Can 9.6oz	5	9	Can 9.6oz	6	1
B&C Total	2,964	2,364	B&C Total	2,878	2,688
Full Service Vending	2022	2021	Full Service Vending	2023	2022
13.7oz	32	21	12oz	6	0
15.2oz	71	57	13.7oz	36	31
16oz	0	2	15.2oz	46	47
18.5oz	3	8	18.5oz	0	9
20oz	689	593	20oz	556	558
Can 12oz	13	15	Can 12oz	39	4
Can 15oz	40	11	Can 15oz	23	23
Can 16oz	257	275	Can 16oz	147	215
FSV Total	1,105	982	FSV Total	853	887

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Attachment C

Food Service Locations

NAME	LOCATION	HOURS OF OPERATION
Business Brewing	Reynolds Business Building	M-Th 7:30am-7pm; F 9:30am-3pm
SubConnection	EIT	M-Th 9:30am-6pm; F 9:30am-3pm
Trojan Café	Donaghey Student Center	M-F 7am-7pm; Sa-Su 11am-7pm
Tres Habaneros	Donaghey Student Center	M-Th 10am-6pm; F 10am-3pm
W.O.W. American Eats	Tojan Lane	M-Th 11am-1pm, 5pm-10pm; F 11am-1pm; Su 7pm-10pm
Common's Market	University Commons	M-Th 7:30am-9pm; F 7:30am-5pm Su-12pm-5pm
Jack Stephen's Center	Two (2) concession stands with fountain dispensers. Canned drinks are used in the Legends Room, Media Room and all 12 suites. Canned drinks are sold at the Baseball and Soccer fields.	