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**Request for Proposals (“RFP”)**

**RFP No. 013122**

**The University of Arkansas**

**Fayetteville Campus**

**and**

**Department of Athletics**

**Campus Sponsorship and Beverage Pouring Rights, and Athletic Sponsorship and Beverage Pouring Rights, Isotonic Beverages, and Energy Drinks**

**RFP No. 013122**

**Release Date: 01/31/2022 Proposal Due Date/Time: 03/02/2022 10:00 a.m., CST**

The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas (“University”) which includes its main campus located in Fayetteville, Arkansas (“Campus”) and the University’s Department of Athletics (“Razorback Athletics” or “Athletics”), is seeking competitive bid responses pursuant to the specifications, terms and conditions stated in this RFP (“Proposal(s)”) from qualified and reputable companies (“Respondent(s)”) to enter into one or more agreements with the Respondent(s) to furnish the items and services at the prices and under the terms and conditions stated herein that the University determines to be in the best interest of the University (“Contract(s)”).

The University Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process. Any questions regarding this RFP should be directed to the Procurement Official: **Ellen Ferguson, Sr. Procurement Coordinator** [**ellenf@uark.edu**](mailto:ellenf@uark.edu)**,** with copy to, Whitney Smith, Procurement Manager & Agency Procurement Official [wesmith@uark.edu](mailto:wesmith@uark.edu).

To receive consideration, the Respondent must sign and return this RFP with the completed Proposal no later than 10:00 a.m., CST, on the Proposal Due Date/Time indicated above. The University reserves the right to award this Contract in whole, in part, or to reject any and all Proposals.

Under no circumstances will late Proposals be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Proposals MUST arrive prior to the Proposal Due Date/Time specified in the RFP, and be time-stamped by the Procurement Office, located at:

University of Arkansas – Business Services

UPTW Room 101

1001 East Sain Street

Fayetteville, AR 72703

**ALL PROPOSALS MUST BE SIGNED AND RESPONDENT NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR THE PROPOSAL TO BE ACCEPTED.**

If planning to attend a Proposal Opening, please arrive in the building lobby prior to 2:30pm CST.

In the event the University is closed to the public during a scheduled Proposal Opening, virtual access will be provided. Information on joining a virtual Proposal Opening will be posted on the University’s Proposal solicitation website ([HogBid](https://hogbid.uark.edu/)) prior to the Proposal Opening date.

**NO VERBAL, EMAILED OR FAXED PROPOSALS WILL BE ACCEPTED.**

**SIGNATURE REQUIRED FOR PROPOSAL**

Respondent complies with all articles, terms, conditions, specifications, protocols, and other requirements within this RFP document. If Respondent receives the University’s purchase order and / or Contract resulting from this RFP, Respondent agrees to furnish the items and services listed herein at the prices and in accordance with the terms and conditions as indicated in this RFP.

For Respondent’s Proposal to be considered, an official authorized to bind the Respondent to a resultant purchase order and / or Contract must include a signature in the blank provided below. Failure to sign the Proposal as required will eliminate it from consideration. Acceptable signatures are ink or electronic.

|  |  |  |  |
| --- | --- | --- | --- |
| Respondent Name: |  | | |
| Mailing Address: |  | | |
| City, State, Zip: |  | | |
| Telephone: |  | Fax: |  |
| Email: |  | Website: |  |
| **Typed/Printed Name of Signer:** |  | **Title:** |  |
| **Authorized Signature:** |  | **Date:** |  |

**Table of Contents**

[I. OVERVIEW OF RFP 5](#_Toc94519979)

[II. OVERVIEW OF THE UNIVERSITY AND RAZORBACK ATHLETICS 8](#_Toc94519980)

[III. CRITERIA TO EVALUATE PROPOSALS 11](#_Toc94519981)

[IV. EVALUATION AND SELECTION PROCESS 15](#_Toc94519982)

[V. RFP INFORMATION 18](#_Toc94519983)

[VI. TIMELINE & INSTRUCTIONS 21](#_Toc94519984)

[VII. GENERAL RFP REQUIREMENTS 25](#_Toc94519985)

[VIII. BEVERAGE AND SNACK VENDING 35](#_Toc94519986)

[IX. CAMPUS FOOD SERVICE AND SALES 41](#_Toc94519987)

[X. ADDITIONAL CAMPUS SPONSORSHIP RIGHTS 45](#_Toc94519988)

[XI. RAZORBACK ATHLETICS SPONSORSHIP AND POURING RIGHTS 47](#_Toc94519989)

[XII. ADDITIONAL RAZORBACK ATHLETICS SPONSORSHIP RIGHTS 52](#_Toc94519990)

[XIII. RFP Instructions and RFP Terms & Conditions 56](#_Toc94519991)

[XIV. ATTACHMENTS 64](#_Toc94519992)

[Attachment A- Standards for Service and Delivery Employees 65](#_Toc94519993)

[Attachment B - Beverage Vending Volume, Locations, and Prices 66](#_Toc94519994)

[Attachment C - Snack Vending Machine Locations, Sales, and Pricing 67](#_Toc94519995)

[Attachment D - Package Beverage Proposed Products, Sizes and Prices Sheet 69](#_Toc94519996)

[Attachment E - Beverage Vending Proposed Products, Sizes, and Prices Sheet 70](#_Toc94519997)

[Attachment F - Snack Vending Proposed Products, Sizes, and Prices Sheet 71](#_Toc94519998)

[Attachment G - Current Cost of Packaged Beverages 72](#_Toc94519999)

[Attachment H - Athletics and Campus Beverage Equipment and Volume 78](#_Toc94520000)

[Attachment I - University Locations Offering Beverages 79](#_Toc94520001)

[Attachment J - University Housing, Greek Life, and Campus Dining 80](#_Toc94520002)

[Attachment K - Financial Proposal Price Sheet 81](#_Toc94520003)

[Attachment L - Exceptions 82](#_Toc94520004)

[Attachment M - Respondent Company Overview 83](#_Toc94520005)

[Attachment N - Respondent Information / References 84](#_Toc94520006)

[Attachment O - Warranty 85](#_Toc94520007)

[Attachment P - Marketing/ Promotional Plans 86](#_Toc94520008)

[Attachment Q - Bidder Conflict of Interest Form 87](#_Toc94520009)

1. OVERVIEW OF RFP

OVERVIEW OF RFP

1. The University is seeking to award one or more term Contracts to the successful Respondent(s) that can provide the best overall value to the University. Respondents may submit a Proposal for one or all of the services entailed in this RFP. Note also that the award may be split among multiple Respondents for each of the services requested.
2. **Rights Subject to RFP**: The University proposes to enter into a Contract whereby the Selected Respondent would be granted the following privileges / rights:

### Item 1 – Campus Sponsorship and Beverage Pouring Rights, defined as:

* + - 1. Beverage Vending, and/or
      2. University Food Service and Sales, and/or
      3. Snack Vending, and/or

### Item 2 – Razorback Athletics Sponsorship and Beverage Pouring Rights, and/or

### Item 3 – Razorback Athletics Sponsorship and Isotonic Beverage Rights; and/or

### Item 4 – Razorback Athletics Sponsorship and Energy Drink Rights.

1. **Multiple Awards Possible:** The University reserves the right, in its sole discretion, to award a Contract to the Respondent that provides the most advantageous Proposal for the University. Further, the University reserves the right to award a Contract, at its sole discretion, to different or the same Selected Respondent for all, some or each separate Item and sub-item (specifically Item 1 a., Item 1 b., Item 1 c., Item 2, Item 3, and Item 4 above).
2. **Goals of the Process:** The goals of the RFP process include substantial growth and profitability of beverage and vending sales by maximizing the availability and delivery of beverage and vending services and by developing creative sponsorship promotional strategies and funding support that are mutually beneficial to the University and the Selected Respondent. The Contract will 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. The Selected Respondent will be expected to provide quality service with well-trained, courteous, and professional staff.
3. **Term:** The initial term of the Contract will be seven (7) years (“Term”), with an option to renew up to three (3) additional years, available at the University’s sole discretion following the initial Term. The Contract Term will commence on July 1, 2022, and continue through the end date of June 30, 2029, unless extended up to three (3) years unless earlier terminated or amended pursuant to the terms of this RFP.
4. **Best Response Required:** Each Respondent must present its best comprehensive Proposal covering the areas outlined in this RFP.

Respondents are encouraged to be creative in proposing new and creative marketing strategies and sponsorship opportunities in order to maximize the proposed relationship. Proposals should describe the Respondent’s suggested programs, assumptions, and expectations to achieve all party’s financial and operational objectives.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Respondent’s overall qualifications.

Notwithstanding any terms or conditions to the contrary, nothing within the Respondent’s Proposal shall constitute a waiver of any immunities to suit legally available to the University, its trustees, officers, employees or agents, including, but not limited state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

1. **Minimum Expectations:** All Respondents must review the RFP requirements carefully and develop a Proposal that at a minimum meets the expectations outlined herein.
2. **Time is of the Essence**: Respondent and the University agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein.
3. **Department Use of Contract:** Product Pricing awarded on a resulting Contract from this Proposal shall be available to all University departments, units, vendors, and subcontractors. The terms stated in the Proposal, including product pricing and delivery, are also available for use by other University of Arkansas System campuses and entities governed by the University of Arkansas Board of Trustees outside of the Northwest Arkansas region, but may result in higher shipping or delivery costs.

1. OVERVIEW OF THE UNIVERSITY AND RAZORBACK ATHLETICS

OVERVIEW OF THE UNIVERSITY AND RAZORBACK ATHLETICS

1. **The University**

Founded in 1871 as a land-grant institution, the University of Arkansas in Fayetteville is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The University has 10 colleges and schools offering an internationally competitive education for undergraduate and graduate students in more than 210 academic programs. The University contributes new knowledge, economic development, basic and applied research, and creative activity while also providing service to academic and professional disciplines. As of Fall 2021, student enrollment totaled approximately 29,068, which represents an increase of 25% over the past 10 years. The University is one of the nation’s top public research universities and the state’s foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the University as having "the highest possible level of research," placing us among the top three percent of colleges and universities nationwide.

1. **Razorback Athletics**

The University of Arkansas Department of Athletics continues to pursue its vision of developing 465+ student-athletes into Razorbacks and Champions for Life. As members of the Southeastern Conference (“SEC”), the Razorbacks consistently compete and win in the nation’s best conference while proudly representing the University and the entire state.

As one of only 20 financially self-sustaining athletic programs in the nation, Razorback Athletics does not utilize student fees or state appropriated funding designated for the University, In fact, it provides millions of dollars of additional financial support back to the campus for academic programs and other campus programs.

Arkansas sponsors 19 varsity sports programs including 11 women’s and 8 men’s sports. Women’s sports include basketball, cross country, golf, gymnastics, indoor track and field, outdoor track and field, soccer, softball, swimming and diving, tennis, and volleyball. Men’s sports include baseball, basketball, cross country, football, golf, indoor track and field, outdoor track and field and tennis.

Over the history of Razorback Athletics, the program has won 49 National Championships, 244 Conference Championships, earned 10 College World Series appearances, 7 Final Four appearances and produced an impressive 72 Olympians.

The 2020-21 athletics season was one of the Razorbacks’ most successful years in school history, earning a program-best eighth place finish in the Learfield IMG Directors’ Cup. Its previous best finish was 14th in the competition that tracks the nation’s most successful intercollegiate athletics programs.

The Razorbacks won another NCAA title (Women’s Indoor Track & Field), earned eight Top-10 NCAA finishes and a remarkable 10 SEC regular season and tournament championships, including SEC triple-crown sweeps in both men’s and women’s cross country & track and field, a second-straight soccer regular season crown, the program’s first softball regular season title, and a baseball regular season and tournament conference championship. Arkansas’ championship total led the league and doubled the next closest SEC program. Meanwhile, Razorback student-athletes combined for a 3.25 GPA, and 104 student-athletes graduated from the University.

Support, interest, and coverage of Razorback Athletics is at an all-time high, showcased by records being established for every program. With nearly 70,000 fans a game in Razorback Stadium for the 2021 season, football lead the nation in average attendance growth over the last full season with over 18,138 more per game. All other ticketed sports established all-time record highs in season tickets sold this year, highlighted by men’s basketball and baseball each selling-out their complete stadiums (19,200 and 10,000, respectfully). Digital and social media following has also eclipsed all-time records for the Razorbacks, with over 622,869 followers on Twitter generating over 461,200,000 impressions and 626,157 Facebook followers generating 4,650,551 interactions annually. Additionally, televised viewership of Razorback Athletics also hit record levels, coinciding with a record high 86 games being broadcast on network television.

Over the past 10 years, Razorback Athletics has invested more than $350 million in new and renovated facilities, including an expanded Donald W. Reynolds Razorback Stadium that features new club areas and premium seating, and the new Jerry and Gene Jones Family Student Athlete Success Center, which includes a student-athlete focused Nutrition Center. The department has been identified as one of the leading athletic programs for provision of nutritional support for student athletes.

1. CRITERIA TO EVALUATE PROPOSALS

CRITERIA TO EVALUATE PROPOSALS.

1. **Overarching Intent:** It is the intent of the University to award a Contract(s), as determined in the complete and sole discretion of the University, to the Respondent(s) whose Proposal(s) are determined in writing to be the most advantageous to the University.
2. **Criteria**: The following criteria, may be used in the evaluation process, at the sole discretion of the University. Respondents shall ensure, at a minimum, the items below are fully addressed in each Proposal.
3. Respondent’s compliance with all requirements of the RFP specifications.
4. Respondent’s understanding the nature of the RFP and adherence to University requirements.
5. Respondent’s proposed commitment to maximizing the availability of beverage and vending products, services, and equipment.
6. The Respondent’s ability to meet the required timeline for delivery of products, services, and equipment.
7. Respondent’s demonstrated current relevant experience and prior successful experience with the specified activities.
8. Respondent’s facilities, technical experience, organization, and support staff that will be assigned to provide the products and services outlined within the specifications.
9. The size and capability of the Respondent’s maintenance support staff that will be dedicated to compliance with the Contract, including the staff dedicated to concessionaires in the pouring of soft drink and non-carbonated bottled water products both prior to and during events held in University athletic facilities.
10. References from the management of other universities and athletic facilities or organizations for whom the Respondent has provided products and services similar to those outlined within the RFP specifications.
11. Respondents demonstrated and proposed commitment to Sustainability and Corporate Responsibility.
12. The quality and cost of product to be charged to the University or the University’s concessionaires for the specified products (and to be charged to the University and its caterers for internal use).
13. State-of-the-art equipment provision during the Term of the Contract, and provision of technological enhancements as available. This includes the type and quality of the required support equipment that will be provided by the Selected Respondent to the University’s concessionaires at no cost to assist with sales of soft drink and non-carbonated bottled water products during events held in the University athletic venues.
14. Financial return to the University, to include, among other factors: Initial Contract award payments consistent with the exclusive rights, annual financial payment commitments in support of University programs and supplier featured sponsorship positions for University events/programs, commission rates payable on all product sales, including a guarantee in terms of minimum annual commissions, and marketing allowances for post mix food service product in the form of a per-gallon rebate or similar allowance program.
15. Respondent’s proposed commitment to its relationship with the University, including but not limited to academic program/scholarship sponsorship and athletic sponsorships.
16. Marketing/promotional plans and the comprehensiveness of the products and services offered in the Proposal, to include – digital marketing plan, social media marketing plan, traditional radio/tv/newspaper marketing support, graphic design, and marketing/support team.
17. Enhancements not specified in the RFP document that are offered by the Respondent.
18. Additional criteria to be utilized in the selection process include, but are not limited to, the items listed below. Respondent shall ensure at a minimum the items below are fully addressed in the Proposal:
19. **Inspection of Facilities**

The University reserves the right to visit and inspect the facilities of the Respondent (and any subcontractors), and to examine examples of the equipment to be provided by the Respondent, that will be utilized to provide the products and services specified within the RFP, prior to making a Contract award. Such visit(s) will be designed to enable the University to determine the Respondent’s capability to fulfill the requirements of the RFP.

1. **Package Beverage Proposed Products, Sizes and Prices**

Respondents to this RFP must complete Attachment D listing the package beverage prices and portion sizes for each item that they are proposing. Upon Proposal award, all pricing and/or discounts must be firm for a period of two (2) years. Do not include state or local sales taxes in Proposal price. Trade discounts should be deducted from the unit price and net price should be shown in the Proposal. The University will not be obligated to pay any costs not identified on the Package Beverage Proposed Products, Sizes and Prices Sheet. Respondents must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the Proposal.

**Reference Attachment D for Proposal Format**

1. **Beverage Vending Proposed Products, Sizes and Prices**

Respondents to this RFP must complete Attachment E listing the beverage vending prices and portion sizes for each item that they are proposing. Upon Proposal award, all pricing and/or discounts must be firm for a period of two (2) years. Do not include state or local sales taxes in Proposal price. Trade discounts should be deducted from the unit price and net price should be shown in the Proposal. The University will not be obligated to pay any costs not identified on the Beverage Vending Proposed Products, Sizes and Prices. Respondents must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the Proposal.

**Reference Attachment E for Proposal Format**

1. **Snack Vending Proposed Products, Sizes and Prices**

Respondents to this RFP must complete Attachment F listing the beverage and/or snack vending prices and portion sizes for each item that they are proposing. Upon Proposal award, all pricing and/or discounts must be firm for a period of two (2) years. Do not include state or local sales taxes in Proposal price. Trade discounts should be deducted from the unit price and net price should be shown in the Proposal. The University will not be obligated to pay any costs not identified on the Snack Vending Proposed Products, Sizes and Prices Sheet. Respondents must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the Proposal.

**Reference Attachment F for Proposal Format**

1. **Financial Proposal Pricing**

Respondents must provide detailed/itemized pricing for each individual component, and/or the overall system, as listed on the Financial Proposal Price Sheet provided within this RFP document. If pricing is dependent on any assumptions, please list those assumptions accordingly on the Financial Proposal Price Sheet.

Any additional pricing lists should remain attached to the Financial Proposal Price Sheet for purposes of accurate evaluation. Pricing must be valid for one hundred twenty (120) days following the Proposal due date and time. The University will not be obligated to pay any costs (if any) not identified on the Financial Proposal Price Sheet. Respondents must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the Proposal.

Any enhancements or creative offerings to the RFP specifications should be clearly stated and explained within the Proposal and included in the Financial Proposal Price Sheet to be considered by the University in the evaluation process.

**Reference Attachment K for Proposal Format**

1. **Exceptions**

Any and all exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP. It will be assumed that Respondent accepts all terms and conditions as presented within the RFP and that such terms are included in any resulting Contract unless specific exceptions are clearly stated within the Proposal and the parties mutually agree to expressly exclude such terms from any resulting Contract.

**Reference Attachment L for Proposal Format**

1. **Respondent Company Overview**

Respondents shall provide a general overview of its company’s business.

**Reference Attachment M for Proposal Format**

1. **Respondent Information / References:**

Respondents shall provide a minimum of three (3) references, from the management of other universities and athletic facilities or organizations for whom the Respondent has provided products and services similar to those outlined within the RFP specifications. References are to be parties who can attest to the qualifications relevant to providing services requested. The University reserves the right, at its sole option, to contact any references provided to evaluate the level of performance and customer satisfaction.

**Reference Attachment N for Proposal Format**

1. **Warranty: Respondents must (if applicable):**

Respondents shall provide warranty information (if applicable)

**Reference Attachment O for Proposal Format**

1. **Marketing/ Promotional Plans**

Respondents shall provide on-campus marketing/promotional plans and the comprehensiveness of the products and services offered in the Proposal.

**Reference Attachment P for Proposal Format**

**NOTE: Attachments B, C, G, H, I and J are for informational purposes only.**

1. EVALUATION AND SELECTION PROCESS

EVALUATION AND SELECTION PROCESS

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

1. Award to the highest ranked RFP Respondent, or

2. Enter into discussions:

a. Serial discussions (clarification and/or negotiation) may be conducted in serial fashion beginning with the highest-ranked Respondent and proceeding to the next highest-ranked Respondent.

Respondents must be prepared to participate in serial discussions, **if requested**. The serial discussion process may be repeated until the University, at its sole discretion awards a contract, gives notice of anticipated award, terminates this RFP, or otherwise decides to conclude the serial discussions (for any reason).

b. Contemporaneous discussions (clarification and/or negotiation) may be conducted contemporaneously with responsible Respondents determined to be reasonably susceptible of being selected for award.

In the event the University elects to enter into contemporaneous discussions (clarification and/or negotiation), with responsible Respondents determined to be reasonably susceptible of being selected for award, will be re-evaluated by incorporating the results of the discussions. The official request for discussions will be issued by the University Procurement Department.

Respondents must be prepared to participate in contemporaneous discussions, **if requested**. The contemporaneous discussion process may continue until the University, at its sole discretion awards a contract, gives notice of anticipated award, terminates this RFP, or otherwise decides to conclude the contemporaneous discussions (for any reason).

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

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

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

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

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

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

• Understanding the nature of the RFP.

• Adherence to University Requirements.

• Compliance with requirements and scope of the RFP.

• Respondent’s proposed commitment to maximizing the availability of beverage and vending services.

• Project timeline (capacity to implement the project within specified timeframe).

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

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

• Profile of organization (Respondent Overview)

• Relevant Experience

• Demonstration of Respondent’s prior successful experience with specified activities

• References/detailed proof of all requested qualification and specified services

• Demonstrated commitment to sustainability

• Demonstrated commitment to corporate responsibility

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

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

• Digital Marketing Plan

• Social Media Marketing Plan

• Traditional Marketing Support (Radio, TV, Newspaper)

• Graphic Designs

• Marketing Support Team/Plan

• Wide range of products that appeal to college students & fans

• Right-sized Equipment with the newest technology and features

• Customer Service and Maintenance support program

* 1. **Financial Proposal and Cost of Products (40 Points)**

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

• Athletic Sponsorship

• Academic/Campus Sponsorship

• Premium Payment for Award of Total Academic/Campus and Athletics Sponsorship

• In-Kind Campus Product Support

• In-Kind Athletic Product Support

• Support for Student Activities, Scholarships, and University Programs

• The cost of all products to be charged to the University or the University’s concessionaires.

• Growth Incentive

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

1. RFP INFORMATION

RFP INFORMATION.

1. **Advertising**: In submitting a Proposal, the Respondent agrees not to use the results therefore as a part of any news or commercial advertising prior to receiving written approval from the University.
2. **Confidentiality and Publicity**

From the date of issuance of the RFP until the Proposal Opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of the University. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of the University.

News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the University Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent’s Proposal. The University Purchasing Official will not initiate any publicity relating to this procurement action before the Contract Award is completed.

During the RFP process, employees of the Respondents may come into possession or receive access to records and information about the University’s processes, employees, including proprietary information, trade secrets, and intellectual property to which the University holds rights. Respondents agree to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of the University.

1. **Competitive Offer/No Collusion**: Respondents responding to the RFP certify that its Proposal has not been arrived at collusively or otherwise in violation of any Federal or State of Arkansas antitrust laws. In submitting a Proposal, each Respondent agrees not to disclose its technical or cost information to any other sources, until after the Proposal Opening date stated within the RFP specifications. The University may disqualify Respondents that do not comply with this provision.
2. **Errors and Omissions**

Respondents are expected to comply with the true intent of this RFP taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should a Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University Purchasing Official, in writing, and the University shall issue written instructions to be followed. Each Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

1. **Oral Explanations**: The University will not be bound by verbal discussions, explanations, instructions, or responses to questions provided at any time during the RFP process.
2. **Proprietary Information:** Proprietary information submitted in response to this RFP will be processed in accordance with applicable University procurement procedures. All material submitted in the Proposal becomes the public property of the State of Arkansas and will be a matter of public record open to public inspection, subject to any statutory exceptions under Arkansas law, subsequent to Proposal Opening. Respondents are cautioned that any part of a Proposal that is considered confidential, proprietary, or a trade secret, must be clearly labeled as such and submitted in a separate envelope along with the Proposal, [include with Original and any required Copies] and can only be protected from disclosure to the extent permitted by Arkansas law as determined by University counsel or other appropriate official of the State of Arkansas.

**Note of Caution:** Do not attempt to mark the entire Proposal as "proprietary".  Do not submit letterhead or similarly customized paper within the Proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.  Acceptable proprietary items may include references, resumes, sponsorship terms and amounts, financials, or system/software/hardware manuals. Cost cannot be considered as proprietary.

1. **Respondent’s Representative**: Each Respondent shall submit the name, address, and telephone numbers of the person(s) with the authority to bind the Respondent, answer any questions, or provide clarification concerning the Proposal.
2. **Subcontractors/Joint Ventures**: If a Respondent plans to subcontract the provision of any of the services or products described within the RFP, the Respondent shall specify accordingly and respond to all questions raised regarding each proposed subcontractor. If a Respondent plans a joint venture with another Respondent, the Respondents must disclose that fact and respond to all questions regarding each Respondent involved in the joint venture. All subcontractors or other parties participating in a joint venture with the Respondent must comply with all terms of the Contract.
3. TIMELINE & INSTRUCTIONS

TIMELINE & INSTRUCTIONS.

1. **Distributing Organization:** This RFP is issued by the Office of Business Affairs at the University.
2. **Projected Timetable of Activities:** The University is providing the following schedule for informational purposes. Activities and dates are subject to change at the sole discretion of the University.

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| --- | --- |
| **ACTIVITY** | **DATE** |
| RFP Released | Monday, January 31, 2022 |
| Deadline for Respondent Contact Information and Questions for the Mandatory Pre-Proposal Meeting and Onsite Tour. | Friday, February 11, 2022 |
| Respondent Mandatory Pre-Proposal Meeting and Onsite Tour (estimated time - 4 hours) | February 16, 2022  9:00AM CST |
| Final Deadline for Respondent Questions.  Note: Answers to questions will be posted to [HogBid](https://hogbid.uark.edu/). Refer to page 23 Section G. | Monday, February 21, 2022  10:00 AM CST |
| Last Date University will issue an addendum | Friday, February 25, 2022 |
| Proposal Due Date and Time | Wednesday, March 2, 2022  10:00 AM CST |
| Proposal Opening Date and Time | Wednesday, March 2, 2022  2:30 PM CST |
| Respondent Presentations (if requested) | Tuesday, March 22, 2022 |
| Respondent Discussions (if requested) | March 2022 |
| Post Anticipation to Award | April 2022 |
| Contract Award (upon final Contract Approval) | May 2022 |

1. **Respondent Discussions:** Respondents must be prepared to participate in discussions, **if requested**. The University reserves the right to award a Contract based on the submitted Proposal without discussions, therefore, all Proposals should be complete and meet all RFP requirements.
2. **Proposal Opening**: Proposals will be publicly opened in the University Purchasing Office, located at UPTW Room 101, 1001 East Sain St., Fayetteville, AR 72703, at the date and time listed above.

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

If planning to attend a Proposal Opening, please arrive in the building lobby prior to 2:30pm CST.

NOTE: In the event the University is closed to the public during a scheduled Proposal Opening, virtual access will be provided. Information on joining a virtual Proposal Opening will be posted on [HogBid](https://hogbid.uark.edu/) prior to the Proposal Opening date and time.

1. **Respondent** **Mandatory Pre-proposal Meeting and Onsite Tour:**

**A MANDATORY** **Pre-proposal Meeting and Onsite Tour** for all Respondents will be provided by the University. The tour will begin at the **Arkansas Union Building, Room 603, 435 N Garland Avenue Fayetteville, Arkansas 72701,** at the date and time listed above.

The purpose of the meeting and onsite tour will be to provide a forum for Respondents to obtain clarification about the RFP prior to finalizing their Proposals.

Questions should be submitted to the Purchasing Official, Ellen Ferguson, [ellenf@uark.edu](mailto:ellenf@uark.edu), with copy to, Whitney Smith, Procurement Manager & Agency Procurement Official [wesmith@uark.edu](mailto:wesmith@uark.edu), in advance of the scheduled conference for preparation purposes to make the best use of time during the meeting and tour. The deadline to submit questions for this onsite tour and meeting is listed above.

To participate in the Mandatory Pre-proposal Meeting and Onsite Tour, provide contact information to the Purchasing Official, Ellen Ferguson, [ellenf@uark.edu](mailto:ellenf@uark.edu), with copy to, Whitney Smith, Procurement Manager & Agency Procurement Official [wesmith@uark.edu](mailto:wesmith@uark.edu), in advance of the meeting. The contact information is to include Respondent name, individual attending and their email contact. The deadline to submit contact information for this meeting and onsite tour is listed above.

Respondents who anticipate responding to this RFP are required to participate in this Mandatory Pre-proposal Meeting and Onsite Tour. Proposals will **NOT** be considered from Respondents who have not participated in the Mandatory Pre-proposal Meeting and Onsite Tour.

1. **Respondent Presentations:** Respondents must be prepared to attend a presentation, **if requested**. The University reserves the right to award a Contract based on the submitted Proposal without this presentation, therefore, all Proposals should be complete and meet all RFP requirements.
2. **Respondent Questions and Addenda:** Respondent questions concerning all matters of this RFP should be sent via email to the Purchasing Official.

Questions received via email will be directly addressed via email, and compilation of all questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on [HogBid](https://hogbid.uark.edu/). During the time between the Proposal Opening and Contract award(s), with the exception of Respondent's questions during this process, any contact concerning this RFP will be initiated by the issuing agency University and not Respondent. Specifically, the Purchasing Official named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is the responsibility of each Respondent to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondent to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation, additional exceptions or consideration after Contract award.

1. **Services Commence**: The Selected Respondents must be prepared to begin provision of the Sponsorship and Beverage Pouring Rights services by July 1, 2022, with regard to Item 1 (Campus Sponsorship and Beverage Pouring Rights); and July 1, 2022, with regard to Item 2 (Razorback Athletics Sponsorship and Beverage Pouring Rights); Item 3 (Razorback Athletics Sponsorship and Isotonic Beverage Rights); and Item 4 (Razorback Athletics Sponsorship and Energy Drink Rights).
2. **Acceptance Period**: Even though the University anticipates making a Contract award in a timely fashion, the Proposals submitted shall be binding upon the Respondents for one hundred twenty (120) calendar days following the opening date. Any response that shortens the acceptance period may be rejected by the University, in its sole discretion.
3. **Award of Contract:** The University reserves the right, at its sole discretion, to reject any or all Proposals, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all Proposals and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s).

A Contract may be awarded to the Respondent(s) whose Proposal(s) adhere to the conditions set forth in this RFP, and in the sole judgment of the University best meets the overall goals and financial objectives of the University.

When more than one item is specified in the RFP, the University reserves the right to determine the most advantageous Proposal either on the basis of the individual items or on the basis of all items included in or as expressly stated in the RFP.

1. **Formation of the Contract**

At its sole option, the University may incorporate the contents of this RFP and the selected Respondent’s Proposal as part of the Contract documents which will also include the University’s standard terms and conditions.

Notwithstanding any terms or conditions to the contrary, nothing within the Respondent’s Proposal shall constitute a waiver of any immunities to suit legally available to the University, its trustees, officers, employees or agents, including, but not limited state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

1. GENERAL RFP REQUIREMENTS

GENERAL RFP REQUIREMENTS

1. **Service Expectations:** Selected Respondents and their officers, employees, agents, volunteers, subcontractors, and invitees understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Selected Respondents, their officers, employees, agents, volunteers, subcontractors, and invitees shall do all things reasonably necessary or required by the University to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Selected Respondents agree that they shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Selected Respondents shall be responsible for the conduct of their officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of the University policy; theft; threats or acts of violence; profanity; unlawful discrimination; boisterous or rude conduct; offensive or distasteful comments related to age, appearance, disability, race, ethnic background, nationality, gender, gender identify, sex or sexual orientation; evidence of alcohol or illegal drug use or possession; refusal to provide services requested; refusal to make arrangements for additional services needed; mishandling funds; and disrespectful behavior toward spectators, customers and the University trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests, are impermissible, will not be tolerated and could result in their immediate removal from the University’s campus.

Selected Respondents agree to take all necessary measures to prevent injury and loss to persons or property while on the University premises. Selected Respondents shall be responsible for all damages to persons or property caused solely or partially by a Selected Respondent or any of its members, officers, employees, agents or guests.

1. **Selected Respondent’s Expense**: The Selected Respondent(s), at its expense, shall furnish all equipment, product, labor, tools, supplies, technology, transportation, lodging, insurance, facilities and any other items and expenses necessary to fully perform all aspects and phases of this RFP.
2. **Cleaning and Service of Equipment:** The Selected Respondent(s) shall be responsible for the frequent cleaning and servicing of all equipment and the routine cleaning of all areas related to its services, including the removal of empty cartons to the outside trash collection receptacles. The Selected Respondent(s) is expected to conscientiously attend to spills as soon as possible.
3. **Costs of Maintenance and Repair:** The University is not responsible for any costs associated with the maintenance of or repair or replacement of any equipment to be provided by the Selected Respondent(s). All Selected Respondent(s) equipment is the property of the Selected Respondent(s), and the Selected Respondent is solely responsible for providing an acceptable preventative maintenance and emergency repair and replacement program.
4. **Proposed Style of Operation/Service Plan:** The Respondent’s Proposal(s) must contain detailed information describing the manner in which the Respondent plans to discharge its responsibilities. It is essential that Proposal evaluators have a clear understanding of the operational concepts the Respondent intends to apply. The Respondent’s Proposal should include details of the staffing plan for all operations with an organizational chart describing the proposed organizational structure, including all subcontractors to be utilized. The functions and basic responsibilities of management and supervisory positions should be outlined. A Selected Respondent’s working relationship with University staff should be well thought out and presented as a part of the Respondent’s Proposal(s).
5. **Utilities:** The University shall furnish and maintain the necessary utility connections and services at the locations designated for the operation of equipment to be supplied by a Selected Respondent.
6. **Environmental Responsibility:** Selected Respondents on campus should make every effort to reduce environmental impact and support the University’s goals to increase efficiency, reduce waste, and nurture environmentally responsible students. Specific information regarding existing sustainability programs can be found at:  <https://sustainability.uark.edu/> The respondents should describe in detail the business practices that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. (i.e., this comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.)
7. **Garbage Removal and Vermin Control:** The Selected Respondent will be responsible for removing all empty cartons from each vending area to the nearest trash collection receptacle. The Selected Respondent will be responsible for effective vermin control measures in all vending and storage areas.

1. **Minimum Guarantees:** The minimum guaranteed commission rates to the University for Item 1 (Campus Sponsorship and Beverage Pouring Rights) shall be included in the Respondent’s response to the RFP.
2. **Accounting Records:** The Selected Respondent(s) will retain separate books, records and accounts relating to the operation of this Contract in a form and manner satisfactory to the University. At the close of each month’s accounting period the Selected Respondent will provide the University and Razorback Athletics, as appropriate, with a summary income statement for all product sales occurring under the resulting Contract by product and service category for the month’s operation and year-to-date. The Selected Respondents shall submit monthly the same information by individual vending machine and foodservice or other product delivery location. The Selected Respondents shall submit to the University within sixty (60) days following the close of its fiscal year a balance sheet, income statement, and statement of retained earnings accompanied by a certified public accountant’s statement.
3. **Prohibited Products:** No illegal products and no alcohol or tobacco may be sold as part of this Contract.
4. **Quality:** All items provided shall be of high quality. The Selected Respondent(s) shall warrant that the items shall be fresh and properly prepared and packaged.
5. **Packaging:** The University reserves the right to approve of all packaging, as to quality, size, and appearance, and to approve of any messages or advertising appearing on any packing.
6. **Internal Product Costs/Prices:** All Respondents must provide documentation entitled “Package Beverage Proposed Product Size and Pricing” to the University concessionaire within Athletic Facilities and to Razorback Athletics, and University Catering and Campus Departmental use.
7. **Recycling**: All Respondents should identify and recommend a recycling program and any steps it may take to support recycling programs of the University. Recommendations may include containers at or near vending locations or other campus locations; use of recyclable materials for packaging and service; and use of equipment consistent with recycling goals.
8. **Laws, Ordinances, Rules, Regulations, and Licenses:** All Selected Respondents shall observe, comply, and ensure that their members, officers, employees, agents and guests all observe and comply with all policies, laws, ordinances, regulations and rules of the University, and federal, state and local government, which may be applicable to the operations outlined within this RFP and any resulting Contract.
9. **Payment of Taxes:** TheSelected Respondents shall be solely responsible for the payment of all taxes, license fees, or other levies or assessments, including without limitation, ad valorem taxes, sales tax, contributions imposed or required under unemployment insurance, social security, workmen’s compensation and income tax laws with respect to the Selected Respondent and other non-University employees engaged in the performance of the Contract, and any interest and penalty lawfully imposed thereon as a result of the Selected Respondent’s failure to pay or late payment thereof. However, any interest or penalty assessed shall be excluded from any calculation of rental or license fees and shall be borne solely by the Selected Respondent.
10. **Indemnification & Insurance:**

The Selected Respondents shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all claims, losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Selected Respondent or Selected Respondent’s members, officers, employees, subcontractors, volunteers, guests or agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Selected Respondent in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, dismemberment, paralysis and death, arising from or relating to any products or services provided by the Selected Respondent or uses of the University by Selected Respondent, its members, officers, employees, subcontractors, volunteers, guests or agents under this RFP or any resulting Contract, or any other activities conducted on or by the University (whether such activity is authorized or unauthorized by the University); (c) any use of or damage to University property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract; (d) any act or omission of Selected Respondent or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and (e) any violation by Selected Respondent, its members, officers, employees, subcontractors, volunteers, guests or agents of any applicable NCAA rules or regulations or state, federal or local laws, ordinances, decree or regulations.

The obligation to indemnify the University shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys’ fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to the University, the University’s in-house counsel may participate in any processes or proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The Selected Respondent(s) shall purchase and maintain at Selected Respondent’s expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University:

1. Workers Compensation: As required by the State of Arkansas.
2. Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
3. Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence. Policies shall be issued by an insurance Respondent authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to the University.

Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from a Selected Respondent’s operations on the University’s campus. Selected Respondent(s) shall also be responsible for payment of workers’ compensation insurance for all Selected Respondent’s employees as required by the State of Arkansas.

Selected Respondents shall furnish the University with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the University of certificates which do not indicate the specific required coverages shall in no way relieve the Selected Respondent from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Selected Respondent concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the University, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be provided to the University prior to providing services.

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

1. **Risk of Loss:** The Selected Respondents shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University or its affiliates for any losses incurred in association with this RFP or Contract. The University shall not be responsible for any loss or damage to merchandise, personal property of Respondent’s employees or guests, vending machines, or other equipment in case of vandalism, break-in, or burglary, power failure, riot, protest, fire, flood, explosion, hurricane, tornado, electrical storms, severe weather or any other acts of God or other events beyond the immediate control of the University. The Selected Respondent shall maintain, during the life of this Contract, minimum insurance requirements as detailed in the Proposal.
2. **Acceptance and Rejection:** Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the Selected Respondents promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
3. **Default:** University reserves the right, along with other remedies provided in this RFP or at law, to cancel any resulting Contract in the event of back orders, default in specified delivery dates, manner, location or times, or Selected Respondent’s failure to meet other specifications. The Selected Respondent must give written notice to the University of the reason for any such default or delay and the expected delivery date, time and manner.
4. **Funding Out Clause:** If, in the sole discretion of the University, funds are not allocated to continue any resulting Contract, or any activities related herewith, in any future period, then the University will not be obligated to pay any further charges for services, beyond the end of the then current period. The Selected Respondents will be notified of such non-allocation at the earliest possible time. No damages, costs, liability or penalties shall accrue or be attributable to the University in the event this section is exercised.
5. The rights of the University and obligations of Successful Respondents to provide products, services or make any financial or sponsorship payments to the University under this RFP and any resulting Contract, is in no way contingent upon the level of attendance at any University athletic or other event; the number of athletic or other events hosted by the University; the performance or lack of performance by any University athletic teams; the University’s or any of its athletic team’s, coach’s or student-athlete’s status, standing or affiliation with any athletic governing body or conference; the opportunity for broadcast exposure or broadcast ratings; adverse publicity related to the University, its trustees, employees or students, Razorback Athletics or its athletic teams; University enrollment; or any other factors which indicate any degree of public exposure of a Successful Respondent, the University, Razorback Athletics or its athletic teams.
6. **No Assignment by Selected Respondent(s):** It is mutually understood and agreed that the Selected Respondents shall not sell, assign, transfer, convey, subcontract, or otherwise dispose of its Contract, or its right, title or interest therein, or its power to execute such Contract, to any other person, firm, or corporation. The Selected Respondents shall not assign by power of attorney or otherwise, any of the payments, which is to become due and payable under a Contract resulting from this RFP. Failure to comply with this requirement may, in the University’s sole discretion, result in the cancellation of the Contract.
7. **University Marks:** The Respondents acknowledge and agree that the University owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, songs, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to the University that are adopted and used or approved for use by the University (collectively the “University Marks”) and that each of the University Marks is valid. Respondents shall have no right to use any of the University Marks, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company, or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the University Marks or any similar mark upon request shall be assigned or transferred to the University or its Board of Trustees without compensation.

Merchandise that carries any University Mark must be purchased from companies that are licensed through the University’s licensing agent, currently Collegiate Licensing Corporation or otherwise approved by the University’s Licensing Director.

1. **Campus Restrictions:** Selected Respondents shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of University. Respondents further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of the University, except to the extent expressly permitted by University policies and the Arkansas enhanced concealed carry laws. Selected Respondents shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Selected Respondents agree that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on University property or at University events.
2. **Use of Premises:** The University shall have the right to, and may adopt and enforce, reasonable rules and regulations with respect to the use of any University owned or operated facility, premises or other area or property utilized by the University, which may change periodically and which the Selected Respondents agree to observe.
3. **Independent Contractor:** Selected Respondents acknowledge that under the Contract it is an independent contractor and is not operating in any fashion as the agent of the University. The relationship of Selected Respondents and the University is that of independent contractors, and nothing in any resulting Contract should be construed to create any agency, joint venture, or partnership relationship between the parties.
4. **PCI DSS Compliance:** Any third-party service provider utilized by the Selected Respondent that engages in electronic commerce on behalf of the University or other services contemplated under this RFP or any resulting Contract with the University, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. The University reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Selected Respondents (and/or any third-party service provider utilized by a Selected Respondent) uses secure standard financial industry practices in its financial transactions and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time.

All Selected Respondents will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. A Selected Respondent shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Selected Respondent or any third-party provider utilized by a Selected Respondent related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with the University. A Selected Respondent further acknowledges that neither it nor any third-party service provider utilized by a Selected Respondent shall be granted access to the University’s system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use, or otherwise transmit CHD or SAD using the University’s systems. All Selected Respondent will provide their Attestation of PCI Compliance and network scans to the University on an annual basis. Selected Respondents will give immediate notice to the University of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. All Selected Respondent will indemnify the University for any third-party claim brought against the University arising from a breach by the Selected Respondent of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between a Selected Respondent and the University.

1. **Disputes:** Selected Respondents and the University agree that they will attempt to resolve any disputes in good faith. Selected Respondents and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this Contract. The Selected Respondent acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.
2. **Governing Law:** This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Selected Respondent(s) and the University shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the Circuit Courts of Washington County, in the State of Arkansas, shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with the University that is permitted under Arkansas law and outside the jurisdiction of the Claims Commission of the State of Arkansas. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to the University or its trustees, officials, employees and representatives. In no event shall the University or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to a Selected Respondent for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits or lost business opportunities.
3. **Non-Discrimination and Affirmative Action:** Selected Respondents agree to adhere to any and all applicable federal and state laws, including laws pertaining to non-discrimination and affirmative action.
4. Consistent with Ark. Code Ann. § 25-17-101, the Selected Respondents agree as follows: (a) not to 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, state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure to comply with the statute, the rules and regulations promulgated thereunder and this non- discrimination clause shall be deemed a breach of any resulting Contract and this Contract may be canceled, terminated or suspended in whole or in part; (d) include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or Selected Respondent.
5. The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.
6. The Selected Respondents and any of their subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Selected Respondents and their subcontractors certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.
7. The Americans with Disabilities Act (“ADA”) prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications.
8. **Strikes**: In the event of a strike by vehicle drivers, mechanics, or other Selected Respondent employees, Selected Respondents shall continue to provide service by sub-contracting or leasing from another carrier or any other available method. The same shall prevail if a significant number of vehicles are declared inoperable, destroyed by fire or vandals or any other equipment failure that results in the Selected Respondent not being able to fulfill the obligations of the Contract. Any failure for any reason to substantially perform is cause for immediate termination or suspension of the Contract in whole or in part at the discretion of the University.
9. NCAA and SEC: Selected Respondents shall at all times comply with all National Collegiate Athletic Association (“NCAA”), Southeastern Conference (“SEC”) rules and regulations, and the rules of any other conference or association to which the University’s athletic teams may belong. Any resulting Contract may be terminated for any such violations by a Selected Respondent, its official, employees, representatives, agents, subcontractors or guests. This provision applies to those engagements involving the function of athletics and/or athletics activities and affairs. Selected Respondents, their officers, employees, subcontractors, agents and guests, further acknowledge and agree to the following:

* 1. They will report through the appropriate individuals at the University, any and all knowledge of suspected violations of any NCAA legislation regarding involving or related to the University.
  2. They have a continuing obligation to report any and all suspected violations of NCAA or SEC bylaws, rules, and regulations to the Compliance Office.
  3. They are prohibited from exerting, attempting to exert, or conspiring to exert, authority or influence over any student-athlete or other participant in an attempt to manipulate any outcome of any sporting or athletic event or the final outcome of any sporting or athletic event, in relation to gambling.
  4. They are prohibited from disseminating, utilizing, or permitting others to disseminate or utilize, non-public confidential information regarding a University student-athlete or athletic team for the purposes of gambling.

1. **Cancellation or Termination of Contract:** In addition to any other rights and remedies available to it at law or in equity, the University may terminate any resultant Contract at any time following written notice to a Selected Respondent if: (i) the Selected Respondent commits a material breach of any representation, warranty, or obligation contained in the Contract, RFP, or Proposal; (ii) NCAA or conference rules, regulations, or bylaws or applicable law prohibit agreements or transactions similar to the Contract; or (iii) the Selected Respondent files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debts as they become due.
2. **Contract Information:**  Respondents should note the following regarding the State or Arkansas’s contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of a Respondent’s Proposal:

The State of Arkansas may not Contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. Indemnify or defend that party for liability or damages. Under Arkansas law University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
3. Pay all sums that become due under a contract upon default.
4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.
5. Conduct litigation in a place other than the State of Arkansas.
6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.
7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

A party wishing to contract with the University should:

1. Remove any language from its Contract which grants to it any remedies other than:
   1. The right to possession.
   2. The right to accrued payment.
   3. The right to expenses of de-installation.
2. Include in its contracts that the laws of the State of Arkansas govern the Contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.
3. Include in its Contract that the University is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against the University or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.
4. Include in its Contract all terms and conditions stated in this RFP.
5. Acknowledge in its Contract that contracts become effective when awarded by the University Purchasing Official.
6. **Human Rights Policy:** All Respondents must be committed to protecting the human rights of workers and to protecting the environment throughout the world. Respondents must be bound by and adhere to the Collegiate Licensing Company Labor Code of Conduct (as amended by the University) and must include in the Proposal the Respondent’s Human Rights Policy and any other Business Codes of Conduct policies.
7. **Non Waiver of Defaults:** Any failure of University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of University at any time to avail itself of same.
8. BEVERAGE AND SNACK VENDING

BEVERAGE AND SNACK VENDING

1. **Scope**
2. **General:** We anticipate volume to continue to increase with the University’s growing enrollment and building growth, coupled with:
   * A comprehensive product mix,
   * A creative marketing/promotional plan,
   * The inclusion of card debit/credit readers on all vending machines (see note below),
   * Expanded vending machine placement, including possible placement in some outside locations and additional machine placements in both current and new buildings,
   * and
   * An exceptional level of customer service.
3. **Card Readers**: An important component of this RFP is the inclusion of card readers compatible with the University internal campus card system, as well as credit and debit cards, and other payment options, on all beverage and snack vending machines. In certain instances, the University may determine that connection of the card system to one or more specific machines covered by this RFP is not financially appropriate due to the cost of connection or for other reasons. Such determinations that allow exclusion of the card payment system on vending machines will be made on an individual machine basis. In terms of response to this RFP by Respondents, it is best to assume that most vending machines installed on the University campus will be required to be equipped with card readers and other payment options during the term of the Contract.
4. **Vending Locations**
   1. **General:** Selected Respondents will be granted the exclusive right and license to provide beverage and/or snack vending and related services through vending machines located in the various areas listed in this RFP. Services to be provided include beverage and snack vending in appropriate/mutually agreed upon locations. A goal during the term of the Contract will be to provide beverage vending machines at a rate of one machine per two hundred (200) students and snack vending at a rate of one machine per three hundred fifty (350) students. However, attainment of this goal will be subject to the availability of suitable and acceptable machine location spaces.
   2. **Renovations/Changes:** The University retains and reserves the right to change policies and renovate facilities throughout the life of any Contract that results from this RFP. The number of vending machines will not go below the current number of one hundred twenty-two (122) beverage vending machines and sixty-four (64) snack vending machines and the Respondent understands that the number of machines may increase as more buildings are added on campus.
   3. **Outside Locations:** The University may consider approving installation of beverage and snack vending machines installations at some outside locations in high foot traffic corridors throughout the campus environment. Selected Respondents will be expected to provide appropriate environmental protection in a safe and visually pleasing manner for any such outside machine locations.
5. **Vending Product Mix**
6. **Variety:** The University considers it important that the campus beverage vending services offer a wide array of carbonated and non-carbonated products including: soft drinks, waters, juices, sports drinks, coffees, teas and energy drinks. Respondent’s Proposals must include a comprehensive list of all product offerings that will be vended, the prices to be charged for each product and the related commission rate(s) to be paid to the University for each product category.
7. **Current Offerings:** This RFP lists the beverage and snack vending products currently being offered in the University vending machines and the prices currently being charged to consumers. The University expects to maintain, at a minimum, the same degree of variety currently being offered, but Respondents should feel free to offer an expanded, more diverse product mix to meet the needs of the University community. The acceptability of a Selected Respondent’s product list, including the portion size and pricing, is an integral part of the Respondent’s Proposal, and thus it must be provided with the response.
8. **Machine Product Sets/Additional Placements:** Product offering information should include both the expected frequency of product offerings in terms of machine product sets and the opportunity for additional machine placements (i.e., specific water or juice machines) as appropriate to ensure adequate product variety and inventory availability to limit out-of-stock situations.
9. **Plans for New Products:** It is expected that during the Term of the Contract, additional products produced by a Selected Respondent may be made available to the general public or eliminated from active production, which will require adjustments to the product offerings over time. The Respondent’s Proposal should address the plans for adjustments in product availability, which may occur during the term of the Contract.
10. **Healthy Choices:** The University also encourages each Respondent to detail any specific efforts or initiatives designed to promote healthier beverage and snack vending choices, including nutritional snacks, waters, fruit juices and other non-carbonated beverage and snack vending selections. Unless justification can be provided by the Respondent, it is expected that each beverage and snack vending machine on campus will include at least one of these options.
11. **University Approval/Changes to Offerings:** The University reserves the right to require a Selected Respondent to alter product offerings (within their proposed product line) at each site to accommodate the request of University employees, students, and visitors who access each facility. The University also has the exclusive right to approve all items to be sold and determine if and when such items are considered unsuitable for any reason. Selected Respondents must be willing and able to immediately comply with requests to discontinue the sale of certain items or to alter the product mix.
12. **Sizing of Product:** The current RFP provides for carbonated beverage in both 20-ounce bottle and canned packages. The Respondent is encouraged to propose the mix of bottle and canned packages and snack vending offerings according to deemed best practices. Any such changes in the current mix of packages offered will require University approval and participation in the decision process.
13. **Product Pricing**
14. **Pricing Required in Response**: Respondents to this RFP must complete Attachments E and F listing the beverage and snack vending prices and portion sizes for each item that they are proposing.
15. **The University Must Agree to Pricing:** The selling price of all merchandise, including bottled and canned soft drinks, waters, isotonics, energy drinks and any other products provided under the Contract shall be at a level mutually agreed upon by the University and a Selected Respondent, which will not be higher than the price normally charged to the public in the Fayetteville, Arkansas area.
16. **Price Changes:** Any requests for price changes by a Selected Respondent for products provided under this Contract will require the specific and advance approval of the University. If a Selected Respondent desires to make changes in the price, quality, or quantity of beverages and snacks provided hereunder, the Selected Respondent must submit the requested changes and justification for the changes in writing to The University. Requests for price changes, are to be held for the first two (2) years, 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.
17. **Payment Methods Required/Card Readers:** With the exception of those specific machines identified for exclusion by the University, three (3) payment options are required: a coin accepter, a dollar bill validator and a card reader capable of accepting Razorbuck$, credit and debit cards. As additional payment technologies become available and generally accepted within the vending industry, expanded payment options for credit/debit cards or other cashless payment options are expected to be incorporated into on-campus vending machines by a Selected Respondent.
18. **Fees and Costs:** Razorbuck$ Card Transaction Fee: 5% of total monthly Razorbuck$ sales.
19. **Gross Revenues:** The term “Gross Revenues” as used herein should be construed to include all monies inserted and retained in the vending machines of a Selected Respondent, as well as any machine purchases through Razorbuck$, debit, or credit cards.
20. **Card Remittances:** The University will remit to a Selected Respondent on a monthly basis the “Gross Revenue” generated through the Razorbuck$ Card System less the percentage of gross revenues determined to be due the University under any Contract that results from this RFP.
21. **Hours of Operation:**

Vending machines are operational during all hours that Campus buildings are open. As a general rule, all classrooms/student facilities are open seven (7) days per week, generally between 7:00 AM and 10:00 PM. Administrative buildings are generally open five (5) days per week. Selected Respondents will need to be able to adjust service and restocking schedules to meet both campus normal hours of operation as well as the University’s holiday opening and closing schedules.

1. **Vending Equipment**
2. **New or Refurbished Equipment Required for Campus Vending:** All vending machines are to be furnished by the Selected Respondent and are to be new or recently refurbished equipment in exceptional operating condition and physical appearance. Prior to the start of the Contract and any subsequent equipment installation, equipment models proposed by the Selected Respondent must be approved by the University.
3. **Multiple Payment Options:** 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, the Razorbuck$ debit card, other debit/credit cards, and other payment options, except in certain specific machines identified by the University that may have the University card payment system(s) excluded.
4. **State-of-the-Art:** Vending machines will include state-of-the-art technology and be of the latest design and style and in the size best suited to the specific locations. It is further expected that a Selected Respondent will upgrade and/or maintain appropriate machine enhancements as they become available.
5. **GFCI:** All vending machines will have a ground fault circuit interrupter (GFCI) installed by the Selected Respondent and the same will remain active at all times.
6. **University of Arkansas Graphics:** At least 20% of the beverage and snack vending machines shall have graphics that feature University of Arkansas identification in the form of the University logo or appropriate picture fronts. Co-branded machine fronts that include both the University logo and a Selected Respondent’s product logo(s), but not a unitary or combined logo, may meet this requirement. The University Office of Business Affairs and the University Trademark Licensing Office must approve in advance the use of the University logo or other marks, and all other artwork, in any machine graphic treatment. While vending machines may be placed in certain non-public areas of athletic facilities, the University reserves the right to specify all graphics and faces that may be used on such machines.
7. **No Cup Machines:** No cup soft drink machines are to be included in the Proposal.
8. **University of Arkansas Rejection:** The University reserves the right to reject certain vending machine models, graphic treatments or to order the removal of any individual vending machine at its sole discretion. A Selected Respondent will remove the same promptly upon the University’s request.
9. **Glass Front Coolers:** Respondents should also address any plans for glass front coolers for use at food service or other venues without a vending mechanism. Placement of such coolers may be prohibited, except in a University Food Service environment. The University of Arkansas’ Office of Business Affairs reserves the right to approve the placement of any such equipment.
10. **Service and Maintenance**
11. **Outline of Programs Required:** Each Respondent must outline within its Proposal both emergency service and preventative maintenance repair programs to include the personnel who are assigned to such programs and their qualifications. The Respondent must provide emergency, twenty-four (24) hour maintenance and repair programs to be considered for a Contract award. Appropriate consumer information shall be affixed to each vending machine that includes a unique University machine identification number that is clearly visible, a repair service telephone number, and the procedure for obtaining a refund. Refund money must be made available, as requested, to provide immediate refunds to those who lose money in vending machines.
12. **Time of Response:** Selected Respondents must be able to respond to emergency service calls (such as product spills, or problems that could damage property, etc.) twenty– four (24) hours a day. Service calls relating to “out of service” vending machines must be resolved within six (6) hours, or immediately the following workday.
13. **Restocking Plan:** Respondents must also include within their Proposal a service plan relative to restocking vending machines, which should include acceptability levels and response timing to product out-of-stock situations.
14. **Record of Service Calls:** Selected Respondents 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.
15. **Machine Maintenance:** Vending machines are to be cleaned, repainted and reconditioned as part of the regular maintenance and preventative maintenance program. This will be solely at the Selected Respondent’s expense.
16. CAMPUS FOOD SERVICE AND SALES

CAMPUS / FOOD SERVICE AND SALES

**(Non-vending beverage operations, including food service fountain beverage, University food service shelf space and catering, in non-athletic venues.)**

1. **Fountain Beverage**
   1. **General:** The University Food Service contractor will offer for sale or consumption and dispense fountain beverages provided by the Selected Respondent in all dining areas on campus that offer fountain beverage and non-vending beverages except in cases where branded food concepts may require a specific beverage supplier.
   2. **Equipment:** Dispensing equipment must be supplied, installed, serviced and maintained by the Selected Respondent at no cost to the University or the Food Service contractor. The Selected Respondent will provide beverage equipment for any new dining facilities that are built during the course of this Contract or provide funding for such equipment.
   3. **Placement Recommendation:** The Proposal should include the Selected Respondent’s recommendation regarding placement and location of beverage fountain equipment to most effectively promote beverage sales and service.
   4. **State-of-the-Art:** All fountain equipment must be new or in like-new condition at the time of the Contract commencement and remain state-of-the-art throughout the term of the Contract. All dispensers must be equipped with locks and/or shut-off valves at no cost to the University or the Food Service contractor and shall be filtered with a stainless steel, vented, double check valve backflow. All dispensers should have a top loading or under the counter ice machine attached and must be equipped with separate water supply shut-off. Equipment may be subject to approval by the University Environmental Health and Safety office and Arkansas State Health Department.
   5. **Syrup and Mix:** Product cost for 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 market pricing, whichever is lower. Marketing support funds paid by the Selected Respondent to the University will be separate from the purchased product cost invoices and paid in the form of rebates and are expected to be proportionately adjusted based upon cost changes that may occur during the term of this Contract. The syrup must be in five (5) gallon or 2.5-gallon bags in a box. CO2 tanks must be twenty (20) pound capacity with capped faucet for sanitary purposes. Bulk CO2 and supporting equipment should also be made available.
2. **Packaged Beverages** 
   1. **Packaged Product Price:** The product cost for packaged canned and/or bottled beverage will be in line with the best available national account price lists offered at any time during the Contract, agreements in place with the University Food Service contractor and/or local pricing, whichever is lower (reference Attachment D).
   2. **Well Stocked:** 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.
   3. **Equipment:** The Selected Respondent shall supply, install, service and maintain all equipment necessary to promote the sale of beverages at University food service facilities. All equipment supplied to support University food service and sales must be new or like new at the time of Contract commencement and remain state-of-the-art throughout the term of the sponsorship and pouring rights Contract. The Respondent’s Proposal should include proposed equipment to promote University food service and sales.
3. **Catering**

The Selected Respondent will be required to provide and maintain new state-of-the-art equipment to display or resell beverages through the University’s catering operations. The University catering operations will exclusively offer Selected Respondent carbonated products to its clients during the term of the Contract unless the client specifically requests other products be served. Any University branded beverage that may be developed (such as the University branded water) may also be offered at catered events unless client specifically requests other products be served.

1. **Service**

The University is committed to exemplary service. The RFP response should describe the service and quality control program proposed by the Selected Respondent. The Selected Respondent will provide twenty-four (24) hour service and repair of all vending, fountain and University food service equipment within twenty-four (24) hours, seven (7) days a week, at no cost to the University. 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. The Selected Respondent will also restock bottled beverage refrigerators at least three (3) times per week. The Selected Respondent must predict and respond to seasonal needs, fluctuations, and demands, especially at the beginning of each semester.

1. **Campus Exclusions**
2. Coffee or tea, fresh brewed on the premises served in cups other than Approved Cups.
3. Icee frozen beverages and smoothies.
4. Purified/filtered water and flavor added water served from dispensers provided by a 3rd party vendor in resident dining.
5. Chick-Fil-A lemonade and Slim Chickens lemonade and tea made available in respective franchise branded cups with availability set forth on menu boards and translates.
6. Starbucks packaged beverages (available only in Starbucks locations): Ethos bottled water (23.7 oz), Teavana bottled iced tea, Evolution Fresh Juices, Horizon milk boxes, Treetop Apple Juice Boxes, Sprindrift Sparking Water Can Grapefruit & Raspberry Lime 12 fl oz, and Galvanina Plain & Lime Sparkling Mineral Water 16.9 fl oz.
7. Shelf space will be allocated in an 80/20 split in favor of the company, where bottled or canned packaged beverage selections are offered for sale on campus other than through vending machines; provided, however, that the company's Beverages shall be in prime positions. Such University food locations will include all locations managed by the University Food Service Contractor, and other auxiliary food service areas on campus, including convenience stores, auxiliary food service areas and bookstore locations.
8. Mutually agreed exclusions shall be allowed for specialty beverage products required for service in the Inn at Carnall Hall, including, but not limited to, Ella's Restaurant and the Lambeth Lounge. The primary beverage products will be selected from the product lines of the Selected Respondent.
9. Beverages served at privately catered events provided that the University or any of its Concessionaires did not sponsor or cater the event.
10. Events sponsored and organized by student clubs, recognized student organizations, or other student-related organizations, for which prior University approval is not required or which are of a short duration and are not for the primary purpose of selling or serving food or beverages.
11. Future Considerations, mutually agreed exclusions shall be allowed for private label beverage products offered as standard service in national franchise outlets, such as the exclusion outlined above for Chick-Fil-A lemonade and Slim Chickens lemonade and teas.
12. ADDITIONAL CAMPUS SPONSORSHIP RIGHTS

ADDITIONAL CAMPUS SPONSORSHIP RIGHTS

**(Sponsorship of Campus Events, Activities, Scholarships, Academic Programs and Other Support)**

1. **General:** The University recognizes the importance of timely and effective marketing to promote the sale of University Food Service beverages and beverage and snack vending on campus. These marketing efforts are intended to support the sales on campus through all distribution channels (i.e., University Food Service and sales and vending, etc.).
2. **On Campus Beverage and Vending Sponsor:** The Selected Respondent will be considered the beverage and vending Selected Respondent for all official University campus events and activities, University Programs, concerts, etc.
3. **Beverage and Vending Marketing/Advertising:** The Respondent shall provide a beverage and vending marketing and advertising plan which will be reviewed and approved by the University.
4. **Furnished Items:** As the University Selected Respondent, the Selected Respondent may be asked to provide the following:
5. Banners and signs for campus events
6. Promotional beverage and vending products
7. Prizes and promotional items for special events
8. **Funding:** Funding from the Selected Respondent is expected to be made available to support mutually agreed upon campus beverage and vending marketing programs, i.e. Campus Life Funds, with funding to include the provision of services prospectively provided by creative, production and media suppliers. The University will work with the Selected Respondent to develop an effective and efficient communication and decision plan with respect to the allocation of these Campus Life Funds among various marketing opportunities throughout University communities.
9. **Detailed Plan:** The Beverage and Vending Marketing Plan should include suggested and example strategies for the development and implementation of these marketing initiatives designed to increase on campus beverage and vending sales. Annually, the Selected Respondent will be asked to provide the University with a specific marketing/promotion plan that identifies specials, promotions and sampling events that will take place each month. This plan will also include an annual re-assessment of the vending machine types and placements throughout the campus and target possible new vending placements. The Selected Respondent should identify within their response to this RFP specific financial and creative commitments to support marketing initiatives. The Respondent should detail amounts and dollars committed to the above listed activities in the Proposal. Respondents should also detail any additional planned donations to University scholarship funds and/or capital projects, and support for the University's academic programs such as academic internships, jobs for University students, case study competitions, etc.
10. RAZORBACK ATHLETICS SPONSORSHIP AND POURING RIGHTS

RAZORBACK ATHLETICS SPONSORSHIP AND POURING RIGHTS

1. **General:** The University is seeking Proposals from qualified Respondents to grant a license to provide soft drinks and non-carbonated bottled water products to the University’s concessionaires for resale at all athletic and non-athletic events held in its athletic facilities located on its campus in Fayetteville, Arkansas. The license that will be granted through a Contract that results from this RFP will be for the exclusive right to sell to University’s concessionaires’ soft drink and non-carbonated bottled water products that will be sold at events held in the University of Arkansas’s athletic facilities (“Athletic Venues”). This includes the following University athletic facilities: Donald W. Reynolds Razorback Stadium (football), Bud Walton Arena (basketball), Baum-Walker Stadium (baseball), Bogle Park (softball), Razorback Field (soccer), Barnhill Arena (gymnastics and volleyball), John D. McDonald Track & Field Stadium, Randall Tyson Track Center, and the Billingsley Tennis Center, as well as to any other department of athletics facilities on or adjacent to the University campus used for intercollegiate athletic contests of the University during the Term, but excluding those events sponsored by, hosted by or conducted under the auspices of the NCAA, SEC, or any other non-University of Arkansas organization, promoter, or third party. The rights herein granted shall neither preclude nor prohibit the University from entering into other contracts for the sale, dispensing, advertising, and promotion of beverage and vending in University facilities, building, and locations other than those defined above. Further, the rights herein granted do not include any machine vending rights for soft drinks, bottled water, non-carbonated beverage and vending, isotonic beverages and vending, energy drinks or other non-traditional beverages and vending, or other vending items, which are either excluded or covered by other parts of this RFP. Provided, however, that campus vending will not extend to areas of Athletic Venues that are generally available to the public during athletic events. Any dispute as to whether an area is available to the public will be resolved by the University in its sole discretion.
2. **Product Approval:** The University reserves the right to approve all soft drink and non-carbonated bottled water products sold during events held at University athletic facilities. Each Respondent must specifically identify the soft drink and non-carbonated bottled water products that are being offered through its Proposal.
3. **New Equipment Required:** The Selected Respondent will be responsible for installing and maintaining in good repair, at the Selected Respondent’s expense, new state-of-the-art soft drink dispensing equipment in all concession stands and premium clubs in all existing and future Athletic Venues during the Term of the Contract, at no cost to the University, or its concessionaires. All Respondents shall identify and be prepared to demonstrate the equipment that they are proposing for use in the Athletic Venues. **The University is requesting recommendations for equipment that will improve the beverage offering and ability of concessionaires to efficiently serve fans attending athletic events.**  Should the University construct new athletic facilities during the Term of the Contract, the Selected Respondent will also be responsible for providing new equipment for those concession venues at no cost to the University, or its concessionaires. In addition, the Selected Respondent must provide hawker trays and aprons for the hawkers who are selling the product in stands during all athletic and non-athletic events. The exact quantity of equipment to be provided by the Selected Respondent will be determined by the University and the concessionaires to maximize sales of soft drink and non-carbonated bottled water products. The University, in its sole discretion, will determine if the proposed equipment meets its requirements. All Respondents must state the level of soft drink and non-carbonated bottled water sales that would warrant additional dispensing equipment that would be provided by the Selected Respondent and its concessionaires at no cost. Periodic replacement of said equipment by the Selected Respondent is anticipated. Any renovation to, enlargement of, or structural change to any beverage and concession operation areas proposed must be approved in advance in writing by the University and must comply with applicable ADA requirements. As part of the approval process, the Selected Respondent, at its cost, must provide the University with samples, shop drawings, and detailed specifications of the renovation work being proposed prior to beginning any work. The relocation of an existing beverage and concession operation area or the construction of additional beverage and concession areas also must be approved in advance and in writing by the University. Any beverage and concession area renovation, addition, or relocation shall be solely at the Selected Respondent’s cost and expense. All permanent improvements to University property and facilities shall vest in and be owned by the University without any cost to the University or obligation, financial or otherwise, for such improvements. The University’s disapproval of a requested beverage and concession area renovation, addition or relocation shall not constitute a breach of any resulting Contract or any subcontract. The Selected Respondent shall be required to insure its own equipment and supplies against any hazard, including hazards or damage occasioned by the University’s failure to keep the premises in repair, by or from broken or leaking plumbing, gas, water, steam, or pipes in, above, upon, or about the facilities, and by or from the acts or omissions of the University, their agents, officers, or employees, or others.
4. **Facilities:** The University agrees that it will make University Athletic Venues reasonably available, as is, where is, to the Selected Respondent for the purposes of performance of the Contract. Selected Respondent may inspect said facilities and accepts same. Nothing herein shall be construed to prevent the University from temporarily or permanently altering, closing, or reducing the size or capacity of any Athletic Venue, facility or other space, removing any beverage and concessions area from any venue, or from moving events, on an intermittent basis, to an off-campus facility. Nothing herein shall be construed to prevent the University from discontinuing, temporarily or permanently, any teams or sports. Selected Respondent and subcontractor shall take good care and maintain the University facilities, reasonable wear and tear excepted.
5. **Staffing:** In addition to the staffing requirements set out elsewhere, the following apply. All staffing will be employed and adequately supervised by the Selected Respondent. Said staff will be clean, neat, courteous, and properly attired. No current student athletes will be employed without prior approval of the University. The Selected Respondent shall be responsible for the conduct of their employees, staff, vendors, volunteer workers, and other representatives including, without limitation, training and informing them that profanity, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators and customers is impermissible and will not be tolerated. Should the University receive complaints about such behavior or conduct, it shall promptly notify the Selected Respondent, and same shall agree to promptly resolve any such complaints, including, without limitation, removing or replacing any individual whose work or performance is the basis of the complaint if the problem is not promptly cured.
6. **Cups:** The Selected Respondent must also provide cups that can be utilized by the concessionaire and, if desired, on the sidelines during events held in the University athletic facilities, at cost to the University, or the concessionaires. The University reserves the right to deny the use of cups provided by the Selected Respondent for athletic and non-athletic events held in its athletic facilities if sponsors of such events prevent the University from doing so or if the costs of the cups are determined by the University and/or its concessionaires to be too expensive. The University also reserves the right to sell soft drinks in plastic souvenir cups. These cups may contain advertising other than the Selected Respondent’s.
7. **Costs/Prices:** Any requests for price changes by the Selected Respondent for products provided under this Contract will require the specific and advance approval of the University. If the Selected Respondent desires to make changes in the price, quality, or quantity of beverages provided hereunder, the Selected Respondent 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.
8. **Athletic Venue Caterers:** Soft drink and non-carbonated bottled water products that the suite caterer will purchase to serve during athletic contests held in Donald W. Reynolds Stadium, Bud Walton Arena, and Baum-Walker Stadium will be the products proposed and accepted by the University through this RFP. However, the University reserves the right to allow parties that have luxury suites to bring other soft drink and non-carbonated bottled water products for their consumption, if desired.
9. **Additional Selected Respondent Requirements:** In addition to the requirements specified elsewhere in this RFP, the Selected Respondent will (1) be responsible to clean and remove all rubbish in the area of operations and will be responsible for cleaning and maintaining all of the equipment and the facilities used in connection with the sale or distribution of beverages and the performance of these services; (2) comply with all local, state, and federal public health regulations applicable to these services, including, without limitation, the safe and sanitary preparation and handling of beverage products and the maintenance of the facilities and equipment; (3) cooperate with the local health department officials who may visit and inspect the operations; (4) promptly cure any violations or deficiencies noted by such health officials during such inspections; (5) be responsible for training staff and workers, including any service organization groups, in proper preparation and handling and sanitation practices before allowing such persons to begin work; and (6) ensure that such persons comply with all health and food service regulations and practices.
10. **Working Passes:** Razorback Athletics shall provide to the Selected Respondent necessary working passes for employees of such Selected Respondent to enter the Athletic Venues on game days.
11. **Athletic Department Beverages**: The University will be allowed to purchase beverages for its own use, including the use of its athletic teams, those of opposing teams, and for its own gameday requirement and other catering programs, at a negotiated wholesale price. That price should be specified in the response to the RFP.
12. **Future Athletic Venues Expansion/Renovation/Construction**. In the event Donald W. Reynolds Stadium, Bud Walton Arena, Baum-Walker Stadium, Barnhill Arena (or future Volleyball/Gymnastics Venue), Bogle Park or any other future Athletics Venues expands, renovated or newly constructed at any time during the existence of the Contract regarding Athletic Pouring Rights, the parties agree that the amount of the Athletic Pouring Rights guarantee attributable to that Venue shall be increased in proportion to the amount of capacity and/or enhanced concessions created by the change. The parties will negotiate in good faith with regard to the same, and the Respondents are invited to explain any attribution of the Athletic Pouring Rights guarantee to a specific Athletic Venue in their response.
13. **Shelf Space:** The Selected Respondent will be allocated shelf space in an 80/20 split in favor of the Selected Respondent where bottled or canned packaged beverage selections are offered for sale in Athletic Venues, specifically in the Convenience Store Grab-n-Go locations. Such University food service locations will include all locations managed by the Athletic Concessionaire contractor any University of Arkansas branded beverage items that may be developed (such as the University branded water) may also be given shelf space that shall not count for purposes of the calculation of the Selected Respondent’s 80% allocation.
14. **Athletic Sponsorships and Pouring Rights Exclusions:**
15. Hot or iced coffee or tea, fresh brewed on the premises served in cups other than Approved Cups.
16. Coffee or hot chocolate that is hot, cold, fresh brewed, packaged.
17. Icee frozen beverages and smoothies.
18. Purified/filtered water and flavor added water served from dispensers provided by a 3rd party vendor in concession stands.
19. Alcoholic beverages and non-alcoholic or low alcoholic beer, wine or spirits.
20. Chick-Fil-A lemonade and Slim Chickens lemonade and tea made available in respective franchise branded cups with availability set forth on menu boards and translates.
21. Starbucks packaged beverages (available only in Starbucks locations): Ethos bottled water (23.7 oz), Teavana bottled iced tea, Evolution Fresh Juices, Horizon milk boxes, Treetop Apple Juice Boxes, Sprindrift Sparking Water Can Grapefruit & Raspberry Lime 12 fl oz, and Galvanina Plain & Lime Sparkling Mineral Water 16.9 fl oz.
22. Beverages served at privately catered events or suites provided that the University or any of its Concessionaires did not sponsor or cater the event.
23. Future Considerations mutually agreed exclusions will be allowed for private label beverage products offered as standard service in national franchise outlets, such as the exclusion outlined above for Chick-Fil-A lemonade and Slim Chickens lemonade and teas.
24. **Isotonic Drinks, Energy Drinks, and Other Non-traditional Beverages Excluded**: For the purposes of this RFP and any resulting Contract, “Athletic Pouring Rights” shall not include Isotonic beverage pouring or advertising rights, energy drink pouring or advertising rights, or other nontraditional beverage pouring or advertising rights, which have been previously granted through a separate agreement. “energy drinks or beverages” are defined as drinks or beverages which contain legal stimulants, vitamins, or minerals, such as caffeine, guarana, taurine, gensing, maltodextrin, carnitine, creatine, or ginkgo biloba. Such drinks may contain sugar or glucose, and are frequently flavored or colored, and may resemble carbonated beverages. Energy drinks are marketed as increasing a customer’s energy levels (e.g. 5-Hour Energy, Red Bull, Monster, NOS, or Rockstar, etc.). “Isotonic drinks or beverages” are defined as non-carbonated drinks or beverages which have the same salt concentration as the normal cells of the body and blood, or which can be consumed to replace the fluid and minerals that the body may lose during physical activity (e.g., Gatorade, Powerade, Bodyarmor, Vitamin Water, All Sport, etc) and also include hypertonic and hypotonic sports drinks.
25. Subject to the University’s standard terms and conditions stated herein, the University will consider Proposals to grant separate licenses to be the exclusive provider of (a) isotonic beverages; and (b) Energy Drinks, to Razorback Athletics. The license will be for the use of certain University Marks by the isotonic beverage and/or energy drink sponsors of Razorback Athletics as the “Exclusive or Official Isotonic Beverage”, the “Exclusive or Official Sports Drink”, and/or the “Exclusive or Official Energy Drink” of Razorback Athletics. In addition, the license will be for the product use and placement by all Razorback Athletic teams, to include: cups, coolers, ice chests, squeeze bottles, sideline carts, towels, and other equipment for the purpose of storing, distribution, and using the product in Athletic Venues and permissible competitions. The exclusive isotonic beverage license will not include rights for Energy Drinks (e.g. 5-Hour Energy, Red Bull, Monster, NOS, or Rockstar, etc.), Carbohydrate Energy consumed as a bar or chew (e.g., Clif Bar, Honey Stinger, etc.), or Protein bars, chews, drinks or other meal replacement or protein items (e.g., Met-Rx, Muscle Milk, Premier, beef jerky, meat sticks, etc.). The University may consider proposals that separately itemize the value of compensation, product, and equipment provided to the University in exchange for these rights.
26. ADDITIONAL RAZORBACK ATHLETICS SPONSORSHIP RIGHTS

ADDITIONAL RAZORBACK ATHLETICS SPONSORSHIP RIGHTS.

**(Sponsorship of Athletic Events, Activities, Scholarships, Academic Programs and Other Support)**

1. **Razorback Athletics Pouring Rights Sponsor:** The Selected Respondent will be considered the pouring rights sponsor for all official Department of Athletics events.
2. **Beverage and Vending Marketing/Advertising:** The Selected Respondent shall provide a beverage and vending marketing and advertising. Any use of University Marks in any advertising and marketing must be approved by the University Trademark Licensing Office and will require a contract for licensing, including an appropriate royalty.
3. **Funding:** Funding from the Selected Respondent is expected to be made available to support mutually agreed upon Department of Athletics marketing programs, with funding to include the provision of services prospectively provided by creative, production and media suppliers. The University will work with the Selected Respondent to develop an effective and efficient communication and decision plan with respect to the allocation of these funds among various marketing opportunities.
4. **Detailed Plan:** The Marketing Plan should include suggested and example strategies for the development and implementation of these marketing initiatives. In May of each year, the Selected Respondent will be asked to provide the Department of Athletics with a specific marketing/promotion plan that identifies specials, promotions and sampling events that will take place each month. The Selected Respondent should identify within their response to this RFP specific financial and creative commitments to support marketing initiatives. The Respondent should detail amounts and dollars committed to the above listed activities in the Proposal. Respondents should also detail any additional planned donations to Department of Athletics initiatives and/or capital projects, and support for the Department of Athletics sport programs such as academic internships, jobs for University students, case study competitions, etc.
5. **Available Razorback Athletics Sponsorship Assets:** The following list of assets are provided as an example of potential sponsorship assets that have previously been included in sponsorship packages:

Visit [Arkansas Pouring Rights Marketing Assets](https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fview.pennant.learfieldimgcollege.com%2F%23%2Fpresentation%2F563f5e32742045018a91a71bb39f0550%2Fmanual&data=04%7C01%7Clphelan%40uark.edu%7Ce4b080e6092d447cfce208d9bf3980ec%7C79c742c4e61c4fa5be89a3cb566a80d1%7C0%7C0%7C637751075953680804%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=ycw7UyX%2BQZjxFkLzdzkbdhJuOrJUNKdFG8Riap0aKZI%3D&reserved=0) for additional detail and review of potential sponsorship opportunities.

Football

12' x 12' back lit static panel on north videoboard

Fascia LED signage

Two (2) Videoboard Features per Game

:30 Pre-game commercial on videoboard

Coach's TV show sponsorship

Statewide Coach's Radio Show Sponsor

Radio commercial spots, live mentions, feature and billboards

Gameday Activation

Men's Basketball

Bottom Ring LED

360 LED

Courtside LED

:30 pre-game commercial on videoboard

Videoboard feature

Coach's TV show sponsorship

Statewide Coach's Radio Show Sponsor

Radio commercial spots, live mentions, feature and billboards

Gameday Activation

Women's Basketball

Bottom Ring LED

360 LED

Courtside LED

:30 pre-game commercial on videoboard

Videoboard feature

Basketball Radio spots

Game Sponsorship

Baseball

Radio commercial spots, live mentions, feature and billboards

Backstop LED

Videoboard Feature

1st and 3rd LED

Game Sponsorship

Softball

Videoboard Feature

Static Digital Logo on Videoboard

Gymnastics

Videoboard Feature

LED Scorer's Table Signage

Volleyball

Videoboard Feature

Static Logo Presence

Digital/Social

Web Ads on Arkansasrazorbacks.com

Social Media Campaigns on Official Razorback Channels

Track & Field

Static Logo on Videoboard

Print

Full Page and Color Football Media Guide

Full Page and Color Football Game Day Program

Full Page and Color Basketball Program

Football Schedule Poster

Men's and Women's Basketball Schedule Poster

Baseball Schedule Poster

Men's and Women's Golf Schedule Posters

Gymnastics Schedule Poster

Softball Schedule Poster

Tennis Schedule Poster

Men's and Women's Track & Field Schedule Poster

Men's and Women's Cross Country Schedule Poster

Swimming & Diving Schedule Poster

Volleyball Schedule Poster

Soccer Schedule Poster

Co-Sponsor of Souvenir Drink Cup

Tickets

Football Tickets

Men's Basketball Tickets

Women's Basketball Tickets

Baseball Tickets

Volleyball Tickets

Softball Tickets

Gymnastics Tickets

Basketball Suite

Rights

Official Soft Drink of the Razorbacks

Official Marks and Logos for use in Market

Proud Partner Status

1. RFP Instructions and RFP Terms & Conditions

RFP INSTRUCTIONS AND RFP TERMS & CONDITIONS

To receive consideration, this RFP with the completed Proposal must be signed and returned no later than 10:00 a.m., CST, on the Proposal Due Date/Time indicated in this RFP. The University reserves the right to award this Contract in whole, in part, or to reject any and all Proposals.

**Under no circumstances will late Proposals be accepted.** Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Proposals MUST arrive prior to the Proposal Due Date/Time specified in the RFP, and be time-stamped by the Procurement Office, located at:

University of Arkansas – Business Services

UPTW Room 101

1001 East Sain Street

Fayetteville, AR 72703

**ALL PROPOSALS MUST BE SIGNED AND RESPONDENT NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR THE PROPOSAL TO BE ACCEPTED.**

Proposals will be publicly opened in the Purchasing Office, located at UPTW Room 101, 1001 East Sain St., Fayetteville, AR 72703, at the date and time as indicated in this RFP. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

If planning to attend a Proposal Openinig, please arrive in the building lobby prior to 2:30pm CST.

In the event the University is closed to the public during a scheduled Proposal Opening, virtual access will be provided. Information on joining a virtual Proposal Opening will be posted on [HogBid](https://hogbid.uark.edu/) prior to the Proposal Opening date and time.

NO VERBAL EMAILED OR FAXED PROPOSALS WILL BE ACCEPTED.

1. **Proposal Submission:** Respondent must submit one (1) signed original, five (5) signed copies, and five (5) soft copies (USB Flash Drive) of Proposal to this RFP. The extra copies are needed for Proposal evaluation purposes. Do not send multiple Proposals in the same envelope.
2. **Additional Redacted Copy REQUIRED:** Proprietary information submitted in a Proposal will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of the University and shall be open to public inspection, subject to any statutory exemptions under Arkansas law, after a notice of intent to award is formally announced.

It is the responsibility of each Respondent to identify all proprietary information included in their Proposal. The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).  The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the Proposal to be considered.  Each Respondent is responsible for ensuring the redacted copy on flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent after a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the Respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

**IMPORTANT:** Respondents must address each of the requirements of this RFP request which is in the format of a Request for Proposal. Respondent’s required responses should contain sufficient information and detail for the University to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in Proposal disqualification.

If questions are submitted to the University to clarify RFP specifications or the scope of the RFP, an individual response will be sent to the submitting party only. All question-and-answer documents will be immediately posted to [HogBid](https://hogbid.uark.edu/)  for interested firms, Respondents, individuals to review. It is the responsibility of all parties to review or comply with all articles of this RFP posted on the University’s official bid website ([HogBid](https://hogbid.uark.edu/)) to be informed of all important information specific to the solicitation. The University is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

Respondents acknowledge that it is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including terms, conditions and any and all appendices and attachments. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract. This engagement is separate from any other engagement the Respondents may be currently pursuing with the University. Interpretation by and of the University is final.

Respondents must address each section of the RFP. An interactive Word version of the RFP will be posted on our [HogBid](https://hogbid.uark.edu/) website. Respondents can insert Proposals into the document provided or create their own Proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document.

1. **Acceptance of Proposals:** The University reserves the right to accept or reject all or any part of a Proposal or any and all Proposals, to waive any informality, and to award the Proposal that best serves the interest of the University.
2. The University Purchasing Official reserves the right to award a Contract or reject a Proposal for any or all line items of a Proposal received as a result of this RFP, if it is in the best interest of the University to do so. Proposals may be rejected for one or more reasons not limited to the following:
3. Failure of the Respondent to submit the Proposal(s) and Proposal copies as required in this RFP on or before the deadline established by the University.
4. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the Proposal.
5. Failure to provide the Proposal security or performance security if required.
6. Failure to supply Respondent references if required.
7. Failure to sign an Official Proposal Document.
8. Failure to complete the price sheets.
9. Any wording by the Respondent in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.
10. According to Ark. Code Ann. § 4-27-1501 and OSP Rule R4:19-11-217, A foreign corporation may not transact business in Arkansas until it obtains a certificate of authority from the Secretary of State.
11. **Addenda:** Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the Proposal Opening. Should it become necessary to issue an addendum within the three-day period prior to the Proposal Opening, the Proposal Opening date will be reset giving Respondents ample time to answer the addendum.

Only written addenda are part of the RFP packet and should be considered

1. **Alternate Proposals:** Unless specifically requested, alternate Proposals will not be considered. An alternate is considered to be a Proposal that does not comply with the minimum provisions of the specifications.
2. **Ethical Standards:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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.
3. **Excused Performance / Force Majeure:** Notwithstanding any other provisions in this RFP or any resultant Contract, in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Force Majeure Event”), the party so interfered with shall (i) use all good faith reasonable efforts to minimize the effects thereof and (ii) notify the other party(s) in writing within ten (10) days of the Force Majeure Event and the effect of the Force Majeure Event on such party’s ability to perform its obligations hereunder. The affected party(s) shall also provide the other party with written documentation and statements to evidence the existence and impact of the Force Majeure Event. The affected party(s) shall promptly resume performance after it is no longer subject to the Force Majeure Event, and make every effort to provide comparable substituted performance in the event the party(s) is able to reasonably do so. If the Force Majeure Event continues beyond ninety (90) days, the parties agree to discuss in good faith potential modifications to any resulting Contract and in the event an agreement cannot be reached, the University may terminate the Contract.
4. **Performance Standards:** Selected Respondents acknowledge that the use of performance-based standards on any resultant Contract by the University are required pursuant to Arkansas Code Annotated § 19-11-267. Selected Respondents shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with the University Selected Respondents shall warrant that the equipment placed on the University campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Selected Respondents acknowledge that all products and services provided to the University or tailgate customers on the University campus are to be of high quality and rendered in a timely and professional manner. Selected Respondents represent and warrant that they will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Selected Respondents shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Selected Respondents recognize that failure to perform hereunder may cause the University financial or reputational harm or damages or require it to acquire replacement services and/or products on short notice. Therefore, any failure to provide the agreed upon products or services to the University or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Selected Respondents and the University subject to termination.
5. **Period of Firm Proposal:** Prices for the proposed services must be kept firm for at least one hundred twenty (120) days after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.
6. **Prime Contractor Responsibility:** Single and joint Respondent Proposals and multiple Proposals by Respondents are acceptable. However, the Selected Respondent will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact with regard to the award of this RFP.
7. **Preparation of Proposals:** Failure to examine any drawings, specifications, and instructions will be at Respondent’s risk.

All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing the Proposal.

1. **Proposal Modification:** Proposals submitted prior to the Proposal Opening date and time may be modified or withdrawn only by written notice to the University. Such notice must be received by the University Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to the Proposal Opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal Opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal Opening due date and time.

1. **Qualifications of Respondent:** The University may make such investigations as deems necessary to determine the ability of Respondents to meet all requirements as stated within this RFP, and Respondent shall furnish to the University all such information and data for this purpose that the University may request. The University reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Respondent fails to satisfy the University that such Respondent is properly qualified to carry out the obligations of the Contract.
2. **Reservation:** This RFP does not commit the University to award a Contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract. The University reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of the University to do so.
3. **RFP Interpretation:** Interpretation of the wording of this RFP shall be the responsibility of the University and that interpretation shall be final.
4. **Samples:** Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless Respondent states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the Respondent’s name and address, RFP number and item number.
5. **Time of Performance:** The Selected Respondent would begin implementation of services within ten (10) days of Contract Award.
6. **Waiver:** The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single Respondent and would have the same effect on all Respondents.
7. **Minority and Women Owned Business Enterprises:** It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, the University shall support to the fullest all possible participation of Respondents owned and controlled by minority persons and women in State-funded and State-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 and 22-9-203 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and Proposals for University projects, including capital improvement projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

1. **Contract and Grant Disclosure:** Disclosure is a condition of the Contract, and the University cannot enter into any Contract for which disclosure is not made. Arkansas’s Executive Order 98-04 requires all Respondents disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to the Respondent’s business, the Respondent’s must state so in writing.
2. **Prohibition on Contracting:** In accordance with Ark. Code Ann. § 25-1-503, Selected Respondent hereby certifies to University that Respondent (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of the Contract/PO/Contract not to engage in a boycott of Israel.  A breach of this certification will be considered a material breach of Contract.  In the event that Selected Respondent breaches this certification, the University may immediately terminate the Contract/PO/Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.
3. **The following forms / documents are to be completed and submitted as part of the Proposal (select links below).**
4. [Contract And Grant Disclosure and Certification Form](https://www.dfa.arkansas.gov/images/uploads/procurementOffice/contgrantform.pdf)
5. [Equal Opportunity Policy Disclaimer & Copy Of Respondent’s Equal Opportunity Policy](https://procurement.uark.edu/_resources/documents/eopd.1.pdf)
6. [Minority And Women-Owned Business Reporting](https://procurement.uark.edu/_resources/documents/MWOB_REPORTING_FORM.pdf)
7. [Illegal Immigrant Certification](https://procurement.uark.edu/_resources/documents/immigrant.pdf)
8. [Restriction of Boycott of Israel Certification](https://procurement.uark.edu/_resources/documents/Restriction_of_Boycott_Israel.pdf)
9. **Bidder Conflict of Interest Form:** Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, the Respondent should complete the Bidder Conflict of Interest Form and submit with Proposal. It is the responsibility of the Respondent desiring to be considered for an award to complete and return this form, along with the Contract and Grant Disclosure and certification form. The purpose of these forms is to give Respondents an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University regarding any questions of conflict of interest shall be final.

**Reference Attachment Q for Proposal Format**

1. **Arkansas Technology Access Clause:**

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Ark. Code Ann. § 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 Respondent expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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.

Accordingly, the Respondent expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State 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:

- Providing, to the extent required by Ark. Code Ann. § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

- 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;

- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

- Integrating into networks used to share communications among employees, program participants, and the public; and

- 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.

If the information technology product or system being offered by the Respondent does not completely meet these standards, the Respondent must provide an explanation within the Voluntary Product Accessibility Template (“VPAT”) detailing the deviation from these standards.

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.

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 Ark. Code Ann. § 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, 2019.

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.

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here: ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf.

A blank copy of the VPAT form is available here: <http://procurement.uark.edu/_resources/documents/VPAT_Blank.pdf>

Note: All Respondents should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the Proposal. Our expectation is that the Respondent will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the Respondent to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

Please note here if a VPAT form IS or IS NOT INCLUDED with this Proposal. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_¬\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Failure to include the VPAT form (if applicable) could result in Proposal disqualification.

1. ATTACHMENTS

Attachment A- Standards for Service and Delivery Employees

* The University reserves the right to require the immediate removal of any Selected Respondent’s employee, guest or subcontractor’s employee who the University feels is inappropriately conducting himself/herself while performing the services associated with the Contract.
* At all times during the Term of the Contract, the Selected Respondent(s) must keep in a neat and orderly condition and appearance all of the premises including the equipment, fixtures, and personal property thereon.
* All Selected Respondents must furnish good, prompt, effective, and efficient services, adequate to meet all reasonable demands. Nearly all requests should be met within twenty-four (24) hours or less.
* All Selected Respondents must provide sufficient vending service representatives on the premises of the University to replenish machines as required, correct malfunctions of equipment, and promptly adjust complaints of short measure, shortchange, or other items of customer dissatisfaction. 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.
* Selected Respondents shall obtain and pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services related to this RFP, whether on a paid or volunteer basis, in a manner requested by the University and consistent with procedures established by the University for its background checks. No person may perform any duties or services for a Selected Respondent on the University campus or at a University event under any circumstances whatsoever until a satisfactory background check has been completed for each individual. Any such individual whose background checks reveals a felony conviction of any type shall either be removed from all support activities on the University campus or at a University event, or reported to the University for review and approval in advance of the performance of any on-campus duties.
* All Selected Respondents’ service and delivery employees must understand that smoking is not permitted on the University campus. Selected Respondents’ service and delivery employees may not smoke on campus and should only eat in designated areas on the University campus when they are on break or during their designated lunchtime.
* All Selected Respondent(s) service and delivery employees should try to keep noise at a minimum in order to maintain a good study and work environment.
* The Selected Respondent(s) must provide its employees and those of its subcontractor(s) with proper instructions and training in customer relations as well as the functional job requirements. All Selected Respondent’s employees are to fully understand that their primary responsibility is to provide service to the customer. The vending equipment is simply a vehicle used to provide this service.
* All Selected Respondent’s vehicles must be identified with the Selected Respondent’s name and parked in designated areas and in accordance with established campus parking regulations.

Attachment B - Beverage Vending Volume, Locations, and Prices

For Informational Purposes Only



Attachment C - Snack Vending Machine Locations, Sales, and Pricing

For Informational Purposes Only



Attachment C - Snack Vending Machine Locations, Sales, and Pricing (Con’t)

For Informational Purposes Only



Attachment D - Package Beverage Proposed Products, Sizes and Prices Sheet

**Instructions:**

All Respondents to complete the **Package Beverage Proposed Products, Sizes and Prices** as provided and submit within your Proposal. If pricing is dependent on any assumptions that are not specifically stated on the sheet, please list those assumptions accordingly. Upon Proposal award, all pricing and/or discounts must be firm for a period of two (2) years. Pricing must be valid for one hundred twenty (120) days following the Proposal due date and time. Do not include state or local sales taxes in Proposal price.

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| **Product** | **Size** | **Price with Beverage Tax** |
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**Assumptions:** List Assumptions (if any) below including financial impact if applicable.

Attachment E - Beverage Vending Proposed Products, Sizes, and Prices Sheet

**Instructions:**

All Respondents to complete the **Beverage Vending Proposed Products, Sizes, and Prices** sheetbelowas provided and submit within your Proposal. If pricing is dependent on any assumptions that are not specifically stated on the sheet, please list those assumptions accordingly. Upon Proposal award, all pricing and/or discounts must be firm for a period of two (2) years. Pricing must be valid for one hundred twenty (120) days following the Proposal due date and time. Do not include state or local sales taxes in Proposal price.

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| **Product** | **Size** | **Price** |
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**Assumptions:** List Assumptions (if any) below including financial impact if applicable.

Attachment F - Snack Vending Proposed Products, Sizes, and Prices Sheet

**Instructions:**

All Respondents to complete the **Snack Vending Proposed Products, Sizes, and Prices sheet** below as provided and submit within your Proposal. If pricing is dependent on any assumptions that are not specifically stated on the sheet, please list those assumptions accordingly. Upon Proposal award, all pricing and/or discounts must be firm for a period of two (2) years. Pricing must be valid for one hundred twenty (120) days following the Proposal due date and time. Do not include state or local sales taxes in Proposal price.

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| **Product** | **Size** | **Price** |
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**Assumptions:** List Assumptions (if any) below including financial impact if applicable.

Attachment G - Current Cost of Packaged Beverages

For Informational Purposes Only



Attachment G - Current Cost of Packaged Beverage (Con’t)

For Informational Purposes Only



Attachment G - Current Cost of Packaged Beverages (Con’t)

For Informational Purposes Only



Attachment G - Current Cost of Packaged Beverages (Con’t)

For Informational Purposes Only



Attachment G - Current Cost of Packaged Beverages (Con’t)

For Informational Purposes Only



Attachment G - Current Cost of Packaged Beverages (Con’t)

For Informational Purposes Only

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| --- | --- | --- |
| Cups: 32oz | Inven: CUP 32OZ FOAM 300C | $54.94 |
| Cups: 32oz | Inven: CUP 32OZ FOAM 500C - 32AJ32 | $60.55 |
| Cups: 32oz | Supply\_Cups Total\_Cups: 32oz | $70.58 |
| Cups: 44oz | Supply Cups Total Cups: 44oz | $94.16 |
| Cups: 7oz | Supply Cups Total Cups: 7oz | $70.58 |
| Lids: 12oz | Supply Lids Total Lids: 12oz | $86.32 |
| Lids: 16oz | Supply Lids Total Lids: 16oz | $86.32 |
| Lids: 22oz | Inven: LID 22OZ PAPER COMPOST 2000C | $53.41 |
| Lids: 24oz | Inven: LID 24OZ COLD CUP 2000C L1624B | $32.95 |
| Lids: 32oz | Supply Lids Total Lids: 32oz | $42.99 |
| Lids: 44oz | Supply Lids Total Lids: 44oz | $54.94 |
| Straws 10" | Supply Straws Total Straws 10" | $6.73 |
| Straws 10.25" | Supply Straws Total Straws 10.25" | $44.82 |
| Straws 7.75" | Supply Straws Total Straws 7.75" | $80.69 |

Attachment H - Athletics and Campus Beverage Equipment and Volume

For Informational Purposes Only



Attachment I - University Locations Offering Beverages

For Informational Purposes Only



Attachment J - University Housing, Greek Life, and Campus Dining

For Informational Purposes Only

University Housing has 6200 beds including 196 apartment beds. All single freshmen under 21 years of age are required to live on campus in a residence hall unless they live with a parent or legal guardian’s permanent home. That home must be within 70 minutes of campus. Students living in a residence hall are required to purchase a meal plan. Housing occupancy for Fall 2021 was 95% and the current estimate for Fall 2022 is 95% occupancy.

Fall 2021, approximately 1360 students lived in Greek Housing. Each Greek House offers in-house meal plan programs independent from Campus Dining.

Fall 2021, approximately 7,800 meal plans (on-campus and off-campus) were purchased.

Campus Dining transaction information from Fall 2021:

• Average daily transactions per weekday – 13,000 (22 locations)

• Average daily transaction Saturdays – 2,500 (12 locations)

• Average daily transactions Sundays - 5,000 (12 locations)

• Average daily per week – 10,250

Additional information regarding University Housing and Campus Dining can be found at:

housing@uark.edu

dineoncampus.com/razorbacks

Attachment K - Financial Proposal Price Sheet

**Instructions:**

All Respondents to complete the **Financial Proposal Price Sheet** as provided and submit within your Proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Proposal Price Sheet, please list those assumptions accordingly. Pricing must be valid for one hundred twenty (120) days following the Proposal due date and time.

**Financial Proposal:**

1. **Campus Sponsorship and Beverage Pouring Rights (Provide Annual Schedule) Beverage Vending**

7-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **University Food Service and Sales**

7-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Snack Vending**

7-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Growth Incentive and Other Support Including In--Kind Marketing Support** $ \_\_\_\_\_\_\_\_\_\_\_\_
2. **Athletic Sponsorship and Beverage Pouring Rights (Provide Annual Schedule)**

7-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Growth and Team Performance Incentives Including In-Kind Team Products and Marketing Support. (Specify and Provide Estimates)**

Premium Payment for Award of Total Campus and Athletics Sponsorship and Pouring Rights to one Respondent of Respondent coalition. $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Campus / Scholarship Sponsorship

7 Year Guarantee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Athletic / Scholarship Sponsorship

7 Year Guarantee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Athletic Sponsorship and Isotonics Beverage Rights (Provide Annual Schedule)**

7-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_             Additional 3-Year Option Guarantee    $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Athletic Sponsorship and Energy Drink Rights (Provide Annual Schedule)**

7-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_             Additional 3-Year Option Guarantee    $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Other creative offerings & enhancements:** List creative offerings & enhancements below and associated benefit.

**Assumptions:** List Assumptions (if any) below including financial impact if applicable.

Attachment L - Exceptions

**Exceptions**

Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP

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| **ITEM #** | **RFP Reference** | **Specific RFP Language** | **Comments** |
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Attachment M - Respondent Company Overview

The Respondent shall provide a general overview of its company’s business, including the following information:

1. Official registered name
2. Foundation date
3. Description of core activities
4. Major company and distributor locations (as relevant to this RFP).
5. Total number of clients in higher education
6. Current financial statements - Overview only
7. Company’s Dun & Bradstreet (D&B) number (if available)
8. Bankruptcy - Provide information relating to Respondent bankruptcies or reorganizations with the last five (5) years.
9. Operational Support Plan
10. facilities,
11. technical experience,
12. organization, and
13. support staff that will be assigned to provide the products and services outlined within the specifications.
14. Maintenance Support Plan
15. The size and capability of the Respondent’s maintenance support staff that will be dedicated to compliance with the Contract.
16. The staff dedicated to concessionaires in the pouring of soft drink and non-carbonated bottled water products both prior to and during events held in University athletic facilities.
17. Transition Plan

Provide a detailed transition plan with dates and events to ensure uninterrupted operations.

Attachment N - Respondent Information / References

**RESPONDENT INFORMATION / REFERENCES**

Respondent must provide the following information as part of this proposal:

1. Respondent Representative

Contact Name

Telephone

Email Address

Address

2. References of your current customer(s):

a. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

b. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

c. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

Attachment O - Warranty

Respondents must provide the following warranty information (if applicable):

1. Define the provisions of the warranty.
2. Define the response time for service and support.
3. Outline the standard or proposed plan of action for correcting problems during the warranty period.
4. Respondents must itemize any components, services, and labor that are excluded from warranty.

Attachment P - Marketing/ Promotional Plans

Respondents must provide, an on-campus marketing/promotional plans and the comprehensiveness of the products and services offered in the Proposal, including at a minimum the following:

* 1. Campus Beverage and Vending Marketing Plan
* The plan to include suggested and example strategies for the development and implementation of these marketing initiatives designed to increase on campus beverage and vending sales.
* In May of each year, the Respondent will be asked to provide the University with a specific marketing/promotion plan that identifies specials, promotions and sampling events that will take place each month.
* This plan will also include an annual re-assessment of the vending machine types and placements throughout the campus and target possible new vending placements. The Respondent should identify within their Proposal to this RFP specific financial and creative commitments to support marketing initiatives.
  1. Athletics Pouring Rights Marketing Plan
* Email Marketing Plan
* Digital Marketing Plan
* Social Media Marketing Plan
* Traditional Marketing Support (Radio, TV, Newspaper)
* Marketing Support Team/Plan (graphic design)
* Quarterly/bi-annual/annual plan review

Attachment Q - Bidder Conflict of Interest Form

A picture containing text, clipart

Description automatically generated

**BIDDER CONFLICT OF INTEREST FORM**

For any Request for Proposal (“RFP”) that requires the submission of this form, it is the responsibility of a Supplier or individual (“Bidder”) desiring to be considered for a bid award to complete and return this form, along with the Contract and Grant Disclosure and Certification Form (together the “Forms”), on or prior to the date stated in the RFP for submission of these Forms. The purpose of these Forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas (“University”) regarding any questions of conflict of interest shall be final.

A disclosure does not automatically result in the Bidder being removed from consideration. However, the University reserves the right, at the sole discretion of the University, to take any or all of the following actions at any point in the RFP process: (i) request further information from the Bidder, including but not limited to lines of business activity, ownership structure and affiliate information; (ii) a review of potential or actual conflicts of interest; and/or (iii) remove a Bidder from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a Bidder is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a Bidder's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a Bidder or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a Bidder or any of its affiliates provides significant services or support for any direct or indirect competitor to the University. For purposes of this Form, an “affiliate” is defined as an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common control with the Bidder or has at least one common owner or shareholder with the Bidder.

Each Bidder must provide a list of all business activity and affiliates that may create any actual or potential conflict of interest in relation to this procurement. The list should indicate the name of the entity, the relationship, and a description of the conflict. Please use the chart below and attach additional pages as necessary.

Failure to disclose complete and accurate information may disqualify the Bidder.

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| **Name** | **Relationship** | **Description** |
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*I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and complete and that I agree to supplement this information if any further conflicts of interest arise or come to my attention.*

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_