



# ARKANSAS STATE UNIVERSITY BEEBE

Purchasing Department  
1507 West Center Street  
Beebe, AR 72012

## REQUEST FOR PROPOSAL SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	ASU-B-22-2224	Solicitation Issued:	March 29, 2022
Description:	Drink Vending for Arkansas State University Beebe (Beebe, Searcy, and Heber Springs Campuses)		
Department:	Vice Chancellor Finance and Administration		

SUBMISSION DEADLINE			
Proposal Opening Date:	April 26, 2022	Proposal Opening Time:	3:00 p.m., Central Time
Deliver proposal submissions for this Request for Proposal to Arkansas State University Beebe on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Proposal Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and RFP Opening Location:	<p>Arkansas State University Beebe Procurement 1507 West Center Street Beebe, AR 72012</p> <p>Delivery providers, UPS, and FedEx deliver mail to ASUB street address on a schedule determined by each individual provider. These providers will deliver to ASUB based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p> <p><b>USPS will deliver to:</b> Arkansas State University Beebe Procurement PO Box 1000 Beebe, AR 72012</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"> <li>• Solicitation number</li> <li>• Date and time of proposal opening</li> <li>• Prospective Contractor's name and return address</li> </ul>

ASU-Beebe Procurement CONTACT INFORMATION			
ASUB Buyer:	Robin Lancaster	Buyer's Direct Phone Number:	501-882-4545
Email Address:	rglancaster@asub.edu	ASU-B Website	www.asub.edu

# SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

## 1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by Arkansas State University Beebe to obtain pricing and a contract(s) for Drink Vending for Arkansas State University Beebe (Beebe, Searcy, and Heber Springs Campuses). Direct all questions, comments, or concerns you may have regarding this solicitation to the ASUB Procurement Department.

## 1.2 LIVE PROPOSAL OPENING

April 26, 2022 3:00PM CST  
1507 W Center St.  
Beebe, AR 72012

## 1.3 TYPE OF CONTRACT

- A. As a result of this RFP, ASUB intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is July 1, 2022, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by ASUB for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

## 1.4 SOLICITATION SCHEDULE

- A. For informational purposes, ASUB is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (\*) are anticipated dates only and are subject to change at the discretion of the State.

**TABLE A: TENTATIVE SOLICITATION SCHEDULE**

ACTIVITY	DATE
RFP Release to Prospective Contractors	March 29, 2022
Deadline for Prospective Contractor Questions	April 13, 2022, 3:00pm CST
Answers to Questions Posted to ASUB Purchasing website*	April 18, 2022
Proposal Due Date	April 26, 2022, 3:00pm CST
Oral Presentations/Demonstrations*	May 5, 2022
Post Anticipation to Award*	June, 2022
Award Contract*	July 1, 2022

## 1.5 CLARIFICATION OF SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Solicitation* in writing via email by the date and time listed in Section 1.4, Table A to the ASUB buyer as shown on page one (1) of this *Solicitation*.
  1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and responded to by the ASUB as deemed appropriate. ASU-Beebe's consolidated written response is anticipated to be posted to the ASUB website by the close of business on the date provided in Section 1.4, Table A. If Prospective Contractor questions are unclear or non-substantive in nature, ASUB may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the ASUB buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the ASUB buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by ASUB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by ASUB.

## 1.6 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this solicitation.
- C. The terms "Request for Proposal", "RFP" and "Solicitation" are used synonymously in this document.
- D. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- E. "Shall", "Must," mean the imperative, and are used to identify requirements.
- F. "Requirement" means something required.
- G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. "ASUB" means Arkansas State University-Beebe. When the term "ASUB" is used herein to reference any obligation of Arkansas State University-Beebe under a contract that results from this solicitation.

## 1.7 RESPONSE DOCUMENTS

### A. Original *Technical Proposal Packet*

1. Responses within the *Information for Evaluation* and *Exceptions* sections **must not** contain the Prospective Contractor's name or any other identifiers, including without limitation names of staff members, projects, products, and addresses.
2. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
3. The following items are proposal submission requirements and **must** be submitted as a hard copy in the original *Technical Proposal Packet*.
  - a. Original signed *Proposal Signature Page*. Signature may be ink or digital. (See *Technical Proposal Packet*.)
  - b. One (1) original hard copy of the proposal response which includes:
    - i. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
    - ii. Response to the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
      - The *Official Solicitation Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
    - iii. *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by the Department.
    - iv. *Exceptions Form*.
4. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
  - a. *EO 98-04: Contract and Grant Disclosure Form*.
  - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
  - c. *Voluntary Product Accessibility Template* (VPAT), if applicable.
5. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

### B. Additional Copies and Redacted Copy of the *Technical Proposal Packet* and *Official Solicitation Price Sheet*

In addition to the original *Technical Proposal Packet* and the *Official Solicitation Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
  - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.

- b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
    - i. The *Information for Evaluation and Exceptions Form* sub-sections should be a separate file on the flash drive.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
  - d. If ASUB requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
2. Additional Copies of the *Official Solicitation Price Sheet*
- a. Prospective Contractor should also submit one (1) electronic copy of the *Official Solicitation Price Sheet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax.
    - i. The *Official Solicitation Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax.

## 1.8 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Requirements Section(s) of this RFP by listing them on the *Exceptions Form* (See *Technical Proposal Packet*), Prospective Contractor understands and agrees its submission of a proposal to represent that its proposal meets all such Requirements.
- B. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any Requirements in the Requirements Section(s) of this RFP.

## 1.9 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms by listing them on the *Exceptions Form* (See *Technical Proposal Packet*), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms or conditions in the documents listed in 1.8.A and 1.8.B.

## STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Bids must be submitted to Arkansas State University-Beebe on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. Arkansas State University-Beebe has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the Prospective Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of Arkansas State University-Beebe. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize Arkansas State University-Beebe to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to Arkansas State University-Beebe and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or Prospective Contractor.

25. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

**DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.**

## SECTION 2 – REQUIREMENTS

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

### SPECIFICATIONS

1. **SCOPE OF THE PROJECT:** The University (hereinafter referred to as ASUB) is interested in contracting with a Drink Vending Services Firm (hereinafter referred to as Contractor/Provider) to install and manage vending machines at various locations on the campuses of Arkansas State University Beebe. The campus locations are:

Arkansas State University-Beebe  
1507 W Center St  
Beebe, AR 72012

Arkansas State University-Searcy  
1800 E Moore Ave  
Searcy, AR 72143

Arkansas State University-Heber Springs  
101 River Crest Drive  
Heber Springs, AR 72543

- 1.1 *Prices shall be contained to a reasonable amount at or below suggested retail, and a wide variety of people will be using the machines.*

2. **PRE-PROPOSAL CONFERENCE:** Interested proposers are encouraged to attend a pre-proposal zoom conference to be held on April 12, 2022 9:00AM CST, ASUB Purchasing, 1507 W Center St, Beebe, AR 72012. The purpose of this conference is to answer questions in regard to the proposal.

- 2.1 The vending at our facilities may be viewed by interested proposers by appointment. Appointments may be made with housing to view the resident halls.
- 2.2 Proposers are strongly encouraged to tour vending areas for all facilities and take note of the specific current vending selection.
- 2.3 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he/she might fully have informed themselves of prior to offering their proposal.
- 2.4 Questions regarding this request should be addressed to:



Robin Lancaster, Executive Procurement Director  
1507 West Center Street  
Beebe, AR 72012  
Phone: (501) 882-4545

2.6 It is the intent of ASUB to have this contract in place no later than July 1, 2022.

3. **GENERAL INFORMATION:** The program shall include providing, installing, and maintaining the Drink vending machine at the locations specified in attachment A, and possible other locations.

The Contractor is responsible for the set-up and operational efficiency of all beverage equipment, accessories, product, for all dispensing locations, which may now exist or may be added in the future.

3.1.2 The Drink Vending contract will be in effect during the entire year, but with reduced sales volumes during the summer months and University holiday periods. The level of services must be acceptable to the University at all times. Appendix B shows estimated annual volumes of product consumed at the University.

3.1.3 The premises, equipment, supplies and facilities shall be maintained in a satisfactory condition throughout the term of this contract. The Contractor shall adhere to the highest standards of cleanliness and sanitary practices. The Contractor shall act promptly to notify the University and remove product that becomes subject to a product recall. Equipment shall have the highest energy efficiency ratings possible.

3.1.4 Recognizing that a successful Drink Vending program depends on favorable response from users, the Contractor shall meet regularly to work with campus managers and/or authorized committees to maintain maximum efficiency and good public relations with students, faculty and staff.

3.1.5 There will be no minimum order requirements.

3.1.6 The Contractor shall maintain complete and accurate records of all beverage sales and financial transactions in accordance with accepted industry accounting standards and shall keep all such financial records and statements pertaining to the operations at the University for a period of three years from the close of each year's operation. The University, or a designated representative, reserves the right to audit the Contractor's financial and operational records annually or more frequently if required.

3.1.7 The Contractor shall provide complete reports of beverage sales and financial transactions. Report data shall include but not be limited to:

- Commissions and guaranteed revenues
- Gross sales, net sales and commission derived for each vending machine
- Building location of machines and product sold at that location
- Selling prices of products
- Volume and prices of dispensing product sold

3.1.8 The Contractor shall be responsible for losses resulting from not properly securing or maintaining the security of an area while performing tasks required by this contract. That is, if the Contractor uses keys or access cards to enter an area he/she must not prop open the door and must ensure that the door properly closes when he/she departs the area.

3.2 PERSONNEL REQUIREMENTS:

3.2.1 The Contractor shall comply with all applicable governmental regulations related to the employment, compensation and payment of personnel and shall abide by all rules and regulations with regard to the employment of minors.

- 3.2.2 The Contractor and all employees of the Contractor shall observe all University rules and regulations that are applicable to University employees while on campus.
- 3.2.3 The Contractor will provide a professional manager who will be accessible to University staff and knowledgeable about the University and all aspects of the beverage program, and who has full authority to make operational decisions on behalf of the Contractor.
- 3.2.4 The Contractor shall not subcontract all or any substantial part of the Contract without prior written approval of the University. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Subcontractors shall be bound by the terms of any contract awarded under this RFP.
- 3.2.5 Verification of employee and subcontractor background checks shall be provided to the Contract Administrator.

### 3.3 BEVERAGE PRODUCT AND EQUIPMENT:

- 3.3.1 Current Drink Vending volume is provided in Appendix B.
- 3.3.2 The Contractor shall, without cost to the University, supply, install, service and maintain vending machines and other equipment used to sell or display beverages. Where necessary and when mutually agreed by the University, utilities shall be brought to the equipment by the University. The Contractor shall be responsible for the costs of the connections to the equipment including all other costs of equipment installation.
- 3.3.3 A program of preventative maintenance and regular replacement of worn, damaged or malfunctioning equipment shall be instituted and carried out by the Contractor.
- 3.3.4 The Contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service problems or sales reductions.
- 3.3.5 All equipment must be new and state-of-the-art energy-efficient, Energy Star rated or comparable. The University reserves the right to withhold approval of vending machine replacements if total investment is not acceptable.
- 3.3.6 The Contractor shall provide service and repair for all equipment at no cost to the University. Such service and repair shall be available within twenty-four hours, seven days a week.
- 3.3.8 All machines shall be equipped to accept legal U.S. tender, be equipped with dollar bill validators, and payment mechanisms which accept combinations of dollar bills, nickels, dimes and quarters. Each machine must have bill change capabilities. In addition, drink vending machines furnished by Contractor must simultaneously handle a dollar bill validator, coin mechanism. Machines must have the capability to handle debit/credit card reader.

The Contractor shall be in compliance with the requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and shall provide written confirmation of such compliance annually.

- 3.3.9 The University requires a fixed price commitment for a period of time as proposed by the bidder for the cost of all products furnished on the contract. If price changes on drink products ASUB must approve any price adjustment prior to its effective date.
- 3.3.10 The cost of all products shall include transportation and delivery charges F.O.B. Destination. No additional charges will be allowed for fuel, packing, unloading, storage or partial shipments.

3.3.11 To ensure accurate record keeping, all machines shall be equipped with non-resettable counters, which indicate unit sales. If multiple products are dispensed from the same machine, a separate dispensing counter is required for each separate commission rate dispensed. Upon initial installation of the machines, contractor shall submit starting machine counter numbers to ASUB for each vending machine.

## **INSURANCE.**

Worker's Compensation and Employers Liability Required Coverage:

A. State	Statutory
B. Applicable Federal:	Statutory
C. Employer's Liability:	\$100,000.00 per Accident \$500,000.00 Disease, Policy Limit \$100,000.00 Disease, each Employee

Comprehensive General Liability Required Coverage:

General Aggregate:	\$1,000,000.00
Personal Injury:	\$1,000,000.00 Each Occurrence
Each Occurrence Limit:	\$1,000,000.00 Each Occurrence
Automobile Liability	Combined Single Limit \$1,000,000.00
Umbrella Excess Liability	\$1,000,000.00

4. **SPECIFIC INFORMATION:** See Attachment "A" Machine Locations and Attachment "B" Sales Report Machine Locations
5. **SERVICE REQUIREMENTS:**

The Contractor shall furnish all materials, supplies, and labor required in the operation of the agreement at their own expense.

- 5.1 Servicing of machines and related equipment repair service shall be of the same quality offered to the retail segment of your trade.
  - 5.1.1 Successful proposer shall have an emergency number for contacting during hours other than 8-4:30 Monday thru Friday.
  - 5.1.2 Resident Hall areas are a 24 hour operation, thus if there is an emergency after hours, weekends and holidays, there must be a contact person to address said emergency.
- 5.2 Machines damaged by vandalism, accident, or natural occurrences shall be replaced at Contractor's expense within twenty-four (24) hours of notification.
  - 5.2.1 The Contractor shall keep all machines and related equipment in working order at all times.
- 5.3 Machines shall be located within the specified locations at the direction of the Project Coordinator for Finance & Administration.
  - 5.3.1 ASUB reserves the right to have detailed background checks of the employees servicing the account.
  - 5.3.1 Security considerations shall take priority in all areas of this account.

5.3.2.1 ASUB reserves the right to refuse access to the Contractor's employees based on criminal history or security issues.

5.4 To maximize the potential of each location, machines provided must be of adequate size and capacity to maintain full and uninterrupted service at all times.

5.4.1 Contractor shall be responsible for the physical inventory, inventory control, and filling of machines. The Contractor shall make every effort to re-stock machines at times that will not conflict with peak usage times. No inventories will be maintained at any ASU-Beebe locations.

5.4.2 Contractor shall provide service and stock drink vending machines according to a schedule which ensures that the vending machines are never empty of any of the product(s) or have products in them which have expired.

5.5.3 Contractor will be required to provide a schedule detailing the frequency, including the day(s) of the week, and any exceptions to the schedule, each machine will be restocked.

5.5.4 Contractor shall keep the machines in a clean and sanitary condition. This requirement includes interiors, exteriors, tops, and the areas under the machines.

5.3.3.1 Contractor shall provide all vending services in strict compliance with all the ordinances of the City and the University and laws of the State of Arkansas, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.

5.3.3.2 All machines shall be equipped to accept legal U.S. tender, be equipped with dollar bill validators, and payment mechanisms which accept combinations of dollar bills, nickels, dimes and quarters. Each machine must have bill change capabilities. In addition, snack vending machines furnished by Contractor must simultaneously handle a dollar bill validator, coin mechanism, and a credit/debit card reader. Machines must have the capability to handle debt/credit card reader.

5.3.3.3 **CUSTOMER CASH REFUNDS. With cooperation from the University, Contractor shall be responsible for handling customer cash refunds. A label on each machine, or a sign prominently displayed at each machine location, containing clear and concise instructions as to the procedure for obtaining cash refunds shall be provided by Contractor. In addition, the Contractor shall reimburse the University for any cash refunds that ASU-Beebe has paid to customers, due to empty, jammed or otherwise inoperable machines.**

## 6 **COMMISSION PAYMENT REQUIREMENTS:**

The Contractor shall maintain an accurate, verifiable recording and tracking system, acceptable to the University for substantiating royalty payments.

6.1 The Contractor shall include a financial package, including signing bonus, commissions and guaranteed revenue to ASUB.

6.1.2 Commission payments on gross revenues for the calendar month shall be paid monthly by the 15<sup>th</sup> of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.

6.1.3 A 10% per month late fee will be assessed by the University for payments not received by the 15<sup>th</sup> of the following month.

6.2 Contractor shall Guarantee an Annual Minimum Royalty (GAMR) dollar amount which shall be clearly stated in his/her submitted proposal.

6.2.1 For the purpose of calculation the time period used shall include the twelve (12) consecutive months immediately following the date the contract is ratified by the University, and the amount of commission paid shall be the sum of all monthly royalty amounts earned and due the University during this time period whether or not the Contractor has actually completed the payment to the University.

- 6.3 The Commission percentage and the Guaranteed Annual Minimum Royalty (GMAR) shall be firm and fixed for the duration of the contract period and any extensions thereof.
- 6.3.1 The University shall not pay nor be liable for any costs.
- 6.4 Payments shall be delivered to:
  - Arkansas State University Beebe
  - Attn: Vice Chancellor for Finance
  - PO Box 1000
  - Beebe, AR 72012
- 6.4.1 Monthly payments must be accompanied by a statement similar to "Attachment A", also showing gross revenues at each location by type of sales.
- 6.4.2 The calculation of the commission shall be documented on the statement which accompanies the payment.
- 6.4.3 The University reserves the right to inspect the financial records of the Successful Contractor, at any time throughout the term of the agreement, for verification of compliance.

7 **AWARD CRITERIA:**

The following criteria will be considered when evaluating and awarding this proposal request:

- 7.1 Proposer's proven ability to provide similar vending service programs.
- 7.2 Proposer's experience and service and restocking record.
- 7.3 Proposer's availability of equipment.
- 7.4 Motivation and Implementation of Machines and Card Access System.
- 7.5 Cost of product and selections offered.
- 7.6 Commission Percentage Payments.
- 7.7 Guaranteed Annual Minimum Commission Offered.

8 **TRANSITION PLAN:**

- 8.1 The successful contractor must ensure smooth transition and work closely to schedule replacement of existing equipment to new systems in order to limit downtime.

9 **ASSIGNMENT AND CANCELLATION:**

This agreement shall not be assigned by the Successful Contractor without express written permission of the University.

The University may terminate the contract for cause if the Contractor:

- 9.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
  - 9.1.2 Fails to make payments to the University for royalties or is continuously late with royalty payments.
  - 9.1.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the contractor and subcontractors.
  - 9.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
  - 9.1.5 Otherwise commits a substantial breach of any provision of the contract agreement.
- 9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than sixty (60) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  - 9.2.1 Upon such termination, the Contractor shall pay the University the full royalty amount due as a result of all vending transactions properly completed using the equipment placed on University property, to the date of termination and not previously paid to the University.

10. **PROVIDE WITH YOUR RESPONSE:** Include with your response the following information:

- 10.1 Number of machines proposed at each location, specific contents of each machine (including brand names), the package weight, and all prices charged for each item sold.
- 10.2 Any and all exceptions to the requirements, conditions, specifications, or other provisions of the RFP must be in writing and attached as an exhibit to your proposal response.
  - 10.2.1 Detail your exceptions and clarifications on your firm's letterhead and clearly label as follows: "EXCEPTIONS & CLARIFICATIONS OF THE RFP REQUIREMENTS", attach a copy to each proposal response.

**10.3 Bid Warranty:** Each proposal must be accompanied by a Bid Warranty, in the form of a cashier's check, certified check, or bond payable to the University in the amount of **\$5,000.00**. Bid Warranty is to be forfeited to Arkansas State University Beebe if the successful respondent fails to execute a contract within seven (7) calendar days after receiving a notification of Intent to Award a contract from the University. Bid Warranty shall be returned to the successful respondent and to unsuccessful respondents upon execution of a legal contract.

**11. PERFORMANCE STANDARDS**

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
  - B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
  - C. *PerformanceStandards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
  - D. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
  - E. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
  - F. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- A. *Techhnicl Proposal Packet.*
- 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
Maximum score	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
Maximum score – 1	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the	High

		requirement and is better than merely acceptable.	
Maximum score - 2	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
Maximum score - 3	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
Maximum score - 4	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
No points	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the Evaluation Committee members will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

B. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point. The total point value for each sub-section is reflected in the table below as the Maximum Raw Points Possible.
2. The Department has assigned Weighted Percentages to each sub-section according to its significance.

	<b>Maximum</b>	<b>Sub-</b>	<b>* Maximum</b>
--	----------------	-------------	------------------

Information for Evaluation Sub-Sections	Raw Points Possible	Section's Weighted Percentage	Weighted Score Possible
7.1 Proposers proven ability	10	20	100
7.2 Experience, Service, Restocking, record	20	20	200
7.3 Availability	10	20	100
7.4 Card Access System	15	20	150
7.5 Cost and Product	15	20	150
<b>Total Technical Score</b>	<b>70</b>	<b>100%</b>	<b>700</b>

\*Sub-Section's Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the sub-section.

C. The proposal's weighted score for each sub-section will be determined using the following formula:

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

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

- D. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the proposal.
- E. Technical proposals that do not receive a minimum weighted score of 500 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

**11.2 ORAL PRESENTATION/DEMONSTRATION SCORE**

- F. The three Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule an oral presentation/demonstration.
- G. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
- H. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
- I. The final individual scores of the Evaluation Committee members on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

**11.3 COST SCORE**

- J. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the highest monthly royalties based on Gross Revenues on the *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- K. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Total Cost  
 B = Second (third, fourth, etc.) Lowest Total Cost  
 C = Maximum Points for Lowest Total Cost



D = Total Cost Points Received

#### 11.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. The State may move forward to discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

	<b>Maximum Points Possible</b>
Technical Proposal	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

#### 11.5 DISCUSSIONS

Arkansas Procurement Law allows for discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award. ASUB reserves the discretion and the right to engage in discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230. After initial evaluation, ASUB may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

#### 11.6 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.