University of Arkansas at Fort Smith
5210 Grand Avenue
Fort Smith, AR 72904

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Bid Number:	**AX-23-005**	**Solicitation Issued:**	**June 15, 2023**
Description:	**EXCLUSIVE BEVERAGE VENDING & POURING RIGHTS**		

PROPOSALS MUST BE RECEIVED NO LATER THAN:

July 20, 2023, 2:00 pm CST

Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the Vendor without further review. It is not necessary to return "no bids".

Received proposals will remain unopened until the date and time of bid opening.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	One (1) hard copy and one (1) redacted copy should be mailed directly to UAFS, Attn: Rhonda Caton, 5210 Grand Avenue, Fort Smith, AR 72904. If using USPS, the mailing address is PO Box 3649, Fort Smith, AR 72913. Shipping label or outer packaging should reference: **AX-23-005 Exclusive Beverage Vending & Pouring Rights**

UAFS PROCUREMENT SERVICES CONTACT INFORMATION			
Issuing Officer:	Rhonda Caton	**Issuing Officer's Contact Info:**	Tel. 479-788-7073 Email rhonda.caton@uafs.edu

INTRODUCTION
SECTION 1

INTRODUCTION

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Fort Smith ("the University" or "UAFS"), is seeking competitive proposals for the sale, distribution and merchandising in a beverage and pouring rights agreement.

The University's goal is to enter into an exclusive agreement with a single qualified and reputable vendor to furnish the items and services stated herein. The University hopes to establish a relationship that will complement the many new and exciting initiatives underway. The main objective is to enter into an agreement and partnership with the successful Vendor for beverage sales to enhance current operations and service levels while maximizing financial support to the University. This partnership will create new opportunities to provide substantial benefits for the University and its beverage supply partner. The Vendor will work with the University to promote the sale of a national brand with a complete selection of high-demand current and future products provided through state-of-the-art equipment and quality service.

In consideration of this exclusive commitment, the University requests appropriate compensation. Proposals must specify the amount, form and term of compensation for this commitment and any additional compensation that may be available to the University upon the exercise of the option to continue the pouring rights program up to a 10-year term.

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

OVERVIEW OF THE UNIVERSITY OF ARKANSAS AT FORT SMITH

The University of Arkansas at Fort Smith was established in 1928 as a junior college extension of the public-school system. Most of its history is that of a two-year institution that has operated under several names including Fort Smith Junior College, Westark Junior College, Westark Community College, and Westark College.

On December 15, 2000, the respective governing boards of Westark College and the University of Arkansas System entered into an agreement to merge Westark with the System as a four-year, baccalaureate institution. UAFS became a four-year university and joined the UA System on January 1, 2002.

UAFS offers a dynamic learning environment for over 5,000, students each semester. Small class sizes and applied learning opportunities support the student-centered education that has defined the University since its founding. UAFS offers 60 bachelor and associate degrees, 35 certificates, and a master's program with state of-the art campus facilities utilized by every program to ensure the most up-to-date, hands-on training.

Students can also participate in more than 100 student organizations, such as Greek Life, intramural sports, academic societies, and cultural groups. For students who want to live in the thick of campus life, UAFS offers a residence hall with a full-service dining facility and an apartment complex for upper-level students.

UAFS is one of 18 academic institutions and affiliates governed by the University of Arkansas System Board of Trustees and administered by the president of the System. System offices are located in Little Rock. As a public university, UAFS is overseen by the Arkansas Division of Higher Education.

UAFS ENROLLMENT

The University enrollment figures for the last five years are indicated below.

Fall 2018 - 6,557
Fall 2019 - 6,264
Fall 2020 - 5,887
Fall 2021 - 5,444
Fall 2022 - 5,359

Please visit https://uafs.edu/ to learn more about the University.

UAFS ATHLETICS

The Lions and Lady Lions compete in NCAA Division II baseball, women's volleyball, and men's and women's basketball, tennis, cross country, and golf.

UAFS is affiliated with the Lone Star Conference. The mascot is Numa the Lion, and the school colors are navy and white.

For more information on UAFS Athletics, visit https://uafortsmithlions.com/.

OVERVIEW OF REQUEST FOR PROPOSAL
SECTION 2

The University is seeking to award a term contract to the successful Vendor that can provide the best overall value to the University. The University reserves the right, in its sole discretion, to award a contract to the Vendor that provides the most advantageous proposal for the University. Within this RFP, vendors will have the opportunity to quote on an exclusive University-wide proposal for beverage vending machines and pouring operations that ensure a high level of revenue to the University while balancing that goal against a competitive marketplace for the products.

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.

CONTRACT TERM

The term of the contract will be up to ten (10) years. The contract term is expected to commence late summer 2023, and upon mutual agreement, may continue through the end date of June 30, 2033, unless terminated or amended pursuant to the terms of this RFP.

BEST RESPONSE REQUIRED

Each respondent must present its best comprehensive proposal covering the areas outlined in this RFP.

Vendors 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.

MINIMUM EXPECTATIONS

All Respondents must review the RFP requirements carefully and develop a proposal that at a minimum meets the expectations outlined herein.

DEPARTMENT USE OF PRICING

Product pricing awarded on a resulting contract from this proposal shall be available to all University departments, units, vendors, and subcontractors.

CURRENT VENDING OPERATIONS

Currently, the University does not have a beverage vending or pouring rights contract, other than non-exclusive vending arrangements with the following. See Exemptions to Exclusivity, page 6.

1. Coca-Cola (30 beverage vending machines)
2. Pepsi (17 beverage vending machines)
3. Platinum Distributing (3 beverage vending machines)

See Appendix A for locations of machines.

Snack vending is not part of this Request for Proposal.

BEVERAGE VENDING & POURING RIGHTS OPPORTUNITIES: The beverage pouring operations, vending machines, and sponsorship opportunities include (at no cost to the University):

1. Provide quality beverage services for students, employees, and visitors
2. Increase commission revenue for the University and its programs
3. Establish structure, efficiency, and continuity to the beverage vending machine and pouring operations at all University facilities (including Food Court and Lion's Den Dining Hall).
4. Marketing/promotional/sponsorship/scholarship opportunities to benefit UAFS and its students, Athletics programs, Stacey Jones Season of Entertainment, dining hall and food court, and all campus facilities which includes use of any agreed upon marks, signage, hospitality, media and promotional opportunities.
5. The successful Vendor will have exclusive opportunity to present and market their products to the campus faculty, staff, and student population of UAFS and visitors. Visitors will include potential college students and parents, high school students for special events and the general public at large for sporting events, concerts, conferences and meetings, including men's and women's sports events and many other activities and events
6. Athletics concessions

SPONSORSHIP / ADVERTISING OPPORTUNITIES:

- **UAFS Athletics**:
  - Scoreboard Sponsorship at Gayle Kaundart Arena at the Stubblefield Center
  - Scoreboard Sponsorship at Crowder Field

- **UAFS Academics/Campus Life:**
  - The University of Arkansas is continually striving to support and enhance its academic and campus life offerings. To this end, The University encourages programs that lend themselves to student participation and the general enrichment of the campus experience. A basic challenge facing the University is how to best utilize the resources existing at the University in order to maximize the opportunities offered to students inside as well as outside the classroom. The University believes assistance from its corporate partners provide opportunities to engage students and, therefore, funding for student aid, scholarships, activities, programs, and/or facilities is essential in this partnership.

THIRD PARTY FOOD PROVIDERS: Contract pricing may be made available to contracted third party campus food providers which may include, but not limited to:

- **Chartwells** – Food Court & Lion's Den Dining. UAFS currently has an exclusive contract with Chartwells to provide and manage the University's food service program including residential dining and retail dining on campus.

- **Follett** – Lion's Bookstore. This would be a non-exclusive arrangement. Contract pricing under the arrangement may be made available to the Lion's Bookstore, but the successful Vendor would not have exclusive rights to sell its product at this bookstore operation. This is the only location on campus that would be allowed to sell more than one brand.

EXCLUSIONS:

- The Bakery District (non-University owned / leased space)

VENDOR'S RESPONSIBILITIES
SECTION 3

A. GENERAL AGREEMENT REQUIREMENTS

The agreement will grant an exclusive right to make beverages available for sale and distribution at UAFS facilities consisting of real property owned, or contracted services (Food Court and Lion's Den Dining), operated by UAFS. This includes athletic concessions at the Stubblefield Center and Crowder Field.

1. Exceptions to Exclusivity:
   a. The exclusive right does not extend to the Lion's Bookstore operated by Follett.
   b. NCAA DII is a Powerade ® organization. Therefore, if the University hosts a Regional or National Championship on the UAFS campus, no other sports drink other than Powerade ® would be allowed to advertise / be sold during the championship games at the Gayle Kaundart Arena.
   c. UAFS Athletics currently has a concession partnership with Burford Distributing to sell iced coffee and energy drinks.

2. It shall include the exclusive right to install full-service vending machines, retail single-service beverage equipment, and fountain service equipment throughout the facilities. For purposes of the agreement, beverages shall mean all carbonated and non-carbonated, non-alcoholic drinks, including but not limited to:
   a. Colas and other flavored carbonated drinks.
   b. Fruit juice, fruit juice containing, and fruit flavored drinks.
   c. Chilled coffee drinks.
   d. Chilled tea products.
   e. Hypertonic, isotonic, and hypotonic drinks (sports drinks, energy and fluid replacement).
   f. Water whether carbonated or still, spring, mineral or purified.

3. Beverages shall not include:
   a. Drinks provided at private catered events, provided UAFS did not sponsor the event and the beverages served are offered at no additional charge to the event attendees.
   b. Beverages brought into a facility site by an attendee at an event or by students, faculty, or others for personal consumption.
   c. Beverages sold in any franchised food service companies.
   d. Cases where branded food concepts may require a specific beverage supplier
   e. Alcoholic beverages and mixed drinks
   f. The dispensing or servicing of hot coffee or hot coffee-derived products.
   g. The service of tea at University-catered events if such tea is brewed and served in cups.
   h. Tap water.
   i. Water bottles or cans.
   j. Beverages consumed by persons participating in the University collegiate sports programs specifically designed to enhance performance, strength, and conditioning. See Appendix B - 2022-2023 NCAA Banned Substances.
   k. Milk and milk-based drinks such as milkshakes and malts.

4. The agreement shall contain provisions regarding prices for products purchased under the agreement; the relationship with any contracted food service providers of UAFS; the number, location, installation, maintenance, and repair of vending machines and the prices of products sold in such machines and specific requirements with regard to the machines and their ability to convert to debit card vending;

student card readers; a schedule malfunction, payment of commission checks, gross sales report on a monthly basis, and annual accountings on the June 30 fiscal year of UAFS.

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

B. MANAGEMENT AND OPERATIONAL REQUIREMENTS

1. The Vendor is responsible for the set-up, installation and operational efficiency of all beverage equipment, accessories, product, and CO2 for all dispensing locations which may now exist or may be added in the future.
2. The beverage agreement will be in effect during the entire year, but with reduced sales volumes during the summer months and university holiday periods. The level of services must be acceptable to the University at all times.
3. The premises, equipment, supplies, and facilities shall be maintained in a satisfactory condition throughout the term of this contract. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices. The Vendor shall act promptly to notify the University and remove product that becomes subject to a product recall. The Vendor shall also promptly remove expired products from all machines and dining locations. Recognizing that a successful beverage program depends on favorable response from users, the maximum efficiency and good public relations will be maintained with students, faculty, and staff.
4. There will be no minimum order requirements.
5. The Vendor shall be responsible for control of keys and building access cards obtained from the University and shall be responsible for all costs associated with rekeying and replacement of locking materials as a result of loss.
    a. The Vendor shall be responsible for losses resulting from not properly securing or maintaining the security of an area while performing tasks required by this contract. That is, if the Vendor uses keys or access cards to enter an area, they must not prop open the door and must ensure that the door properly closes when they depart the area.
    b. The University shall provide the Vendor with routine campus protection currently available to vending services, such as night patrol, door checks, security consulting, call responses, etc. The University and the Vendor shall mutually determine the additional security measures required to control unauthorized access to all vending services areas included in the contract.

C. PERSONNEL REQUIREMENTS

1. The Vendor shall comply with all applicable governmental regulations related to the employment, compensation and payment of personnel and shall abide by all rules and regulations with regard to the employment of minors.
2. The Vendor and all employees on campus.
    a. UAFS is a tobacco free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on the UAFS campus and on and within all vehicles on the University property.
    b. The following conduct is unacceptable for the Vendor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.

c. The Vendor must provide sufficient vending service representatives on the premises of the University to replenish machines as required, correct malfunctions of equipment, and promptly address complaints of short-change or other items of customer dissatisfaction.
d. All employees providing any type of service to vending machines, fountain or university food service equipment, or pouring equipment, are to be uniformed personnel with name badges or other identification prominently displayed.
e. The Vendor will provide a professional manager who will be accessible to university staff and knowledgeable about the university and all aspects of the beverage program, and who has full authority to make operational decisions on behalf of the Vendor.
f. The Vendor shall provide, when needed, game day personnel and equipment in support of concession and vending sales at major athletic events.
g. The Vendor shall not subcontract all or any substantial part of the contract without prior written approval of the University. The Vendor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Subcontractors shall be bound by the terms of any contract awarded under this RFP.
h. Vendor staff behaviors must comply with the standards set forth in the **UAFS Title IX Policy and Procedure** Document.
i. Vendor agrees to assign an inside sales representative to handle University's account. This person must be accessible by telephone and available during business hours from 8:00am to 5:00pm Monday through Friday, and as needed for emergencies. Vendor representative will periodically visit campus and be responsible for answering questions, providing information, and resolving problems regarding products and services.

D. EQUIPMENT MAINTENANCE REQUIREMENTS

1. The Vendor shall, without cost to the University, supply, install, service and maintain all fountain, vending, cooler, ice making, display and other equipment used to sell, dispense or display beverages, which comply with the following and must maintain ample stock of all products dispensed and sold in the machines provided.
   a. All machines are to be new or recently refurbished equipment in exceptional operating condition and physical appearance. Prior to the start of the agreement and any subsequent equipment installation, equipment models proposed by the selected Vendor must be approved by the University.
   b. The University reserves the right to reject certain machine models, graphic treatments or to order the removal of any individual machine at its sole discretion. The Vendor will remove the equipment promptly upon the University's request.
   c. All machines will have a ground fault circuit interrupter (GFCI) installed by the Vendor and the same will remain active at all times.
   d. All equipment shall have the highest energy efficiency ratings possible.
   e. The University will provide utilities and space for designated vending area and furnish access to UAFS property during regular business hours or as otherwise designated by the University.
   f. The University will supply power and water necessary to operate the Beverage Program up to the point of connection at the wall for all energy efficient equipment. The Vendor will be responsible for paying any costs of connections from the equipment to the provided utility source.
2. Fountain Dispensers and Related Equipment
   a. The Vendor must supply and install dispensing equipment to any existing and new dining facilities.
   b. The Vendor shall ensure that fountain and related equipment are maintained and dispense appropriate product. (e.g., syrup/liquid mix, age, temperature, no overspray or spill).
   c. All dispensers shall be equipped with locks and/or shut off valves and shall be filtered with a stainless steel, vented double check valve backflow. Dispensers shall have a separate water supply shut off.

d. The Vendor shall supply CO2 for all locations at no charge and shall be responsible for installing gas lines to the dispensing equipment where such installation is necessary. The University will be responsible for passage through walls, ceilings, etc., however, the University reserves the right to withhold approval of dispensing equipment if the total investment required is not acceptable.

3. Vending Machines
   a. The Vendor shall provide the number of machines currently required by the University. By mutual agreement, the University and the Vendor will determine the location of each new vending machine or removal of current vending machine in order to maintain appropriate staff/student to vendor ratio and obtain maximum revenue generation. If the University sees a pattern of empty machines, the Vendor will either need to refill the machines more frequently or add another machine in that area to satisfy the product demand. For informational purposes, the current number and location of beverage vending machines is listed on Appendix A.
   b. Appropriate consumer information will be listed on a refund log located in the Cashier Office. The Vendor must visit the Cashier Office during each refill delivery. Refund money must be made available, as requested, to provide immediate refunds to those who lose money in vending machines.
   c. All vending equipment shall be equipped with multiple payment options, including a coin mechanism accepting any combination of **nickels, dimes, and quarters, a dollar bill validator, and debit/credit cards, student card readers, and ability to accept any future UAFS issued account or payment cards.** As additional payment technologies become available and generally accepted within the vending industry, expanded payment options for the credit/debit cards or student card readers are expected to be incorporated into on-campus vending machines by the vendor.
4. Equipment Owned by Vendor
   a. All equipment owned by the Vendor shall remain the responsibility of the Vendor and shall be insured by the Vendor. Required equipment repair expense will be the Vendor's responsibility. The Vendor shall have full responsibility for any damage to or loss of equipment located on University property, except for damage or loss caused by the gross negligence of University employees. The University shall not be responsible for criminal acts, whether by employees, agents, or third parties. The Vendor will be responsible for cost to repair damage to the University's premises that result from negligence or accidents by the Vendor, its subcontractors, or its employees.
5. Relocation and Installation of Vending Equipment
   a. Relocation, removal, or installation of vending equipment requires prior written approval of the Vice Chancellor of Finance and Administration and Director of Plant Operations.

E. SERVICE & MAINTENANCE REQUIREMENTS

1. The Vendor shall provide exemplary service and repair for all equipment at no cost to the University. Such service and repair shall be available within twenty-four hours, seven days a week. However, with respect to any and all university operations providing three (3) meals per day, repair of fountain equipment must occur before the next scheduled meal service. If the Vendor is not able to perform the necessary repairs in the stated time frame, the Vendor will arrange for a back-up repair service to repair the fountain dispensing equipment. Services relating to "out of service" vending machines must be resolved within six (6) hours, or immediately the following workday.
2. A program of preventive maintenance and regular replacement or worn, damaged or malfunctioning equipment, including vending and soft drink equipment, shall be instituted and carried out by the Vendor.
3. 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.
4. *Vendor is responsible for stocking/re-stocking each machine to ensure a continuous supply of products and, in some instances (during the summer for camps or workshops) requiring more frequent occasions for restocking. The Vendor must predict and respond to seasonal needs, fluctuations, and demands, especially at the beginning of each semester.*

5. Vendor shall maintain sufficient staff of trained service personnel to ensure prompt, efficient maintenance of the equipment.
6. Vendor must respond to reports of malfunctioning equipment and repair or replace the unit within eight (8) working hours, Monday through Friday, excluding holidays.

F. PRODUCT REQUIREMENTS

1. The Vendor shall provide bottled and canned offerings according to deemed best practices.
2. The University reserves the right to approve of all packaging, as to quality, size, graphics, and appearance, and to approve of any messages or advertising appearing on any packaging.

G. SELECTION OF PRODUCT

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

H. PRODUCT PRICING

1. The University must agree to pricing. The selling price of all merchandise, including bottled and canned soft drinks, water, isotonic, energy drinks and any other products provided under the agreement shall be at a level mutually agreed upon by the university and the Vendor, which will not be higher than the price normally charged to the public in the Fort Smith, Arkansas, area.
2. Any requests for price changes by the Vendor for products provided under this agreement will require the specific and advance approval of the University. If the Vendor desires to make changes in the price, quality, or quantity of beverages provided hereunder, the Vendor must submit the requested changes and justification for the changes in writing to the University. Requests for price changes must be submitted no later than ***March 15*** 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 prices(s) are in line with the local market. The university will either approve or disapprove the changes within fifteen (15) working days after receipt of the request.
3. Product cost for the syrup to the University or its food service contractor will be consistent with the best available national account price lists, agreements in place with the University food service contractor and or local best available marketing pricing, whichever is lower.

I. ACCOUNTING AND REPORTING REQUIREMENTS

1. The Vendor shall retain separate books, records and accounts relating to the operation of this agreement in a form and manner satisfactory to the University.
2. The contract manager for the University will be the Vice Chancellor of Finance and Administration or delegate.
3. At the close of each month's accounting period the Vendor must provide the University and Athletics, as appropriate, with a summary income statement for all product sales occurring under this Agreement by product and service category for the month's operation and year-to-date.

4. The vendor shall submit monthly the same information by individual vending machine and food service or other product delivery location.
5. The vendor shall submit to the University within sixty (60) days following the close of its fiscal year a balance sheet, income statement, and statement of retained earnings accomplished by a certified public accountant's statement.
6. The vendor shall report to the University's Office of Public Safety any and all acts of fraud, vandalism, damage, abuse, or lost/stolen product from their machine. The vendor shall request a University incident report and place on file a copy of that report to the Director of Procurement for the contract file. Any and all actions to reduce damage and/or lost revenues will be discussed and mutually agreed upon by the vendor and the University.
7. The vendor must maintain a record of service calls that includes the machine number, location and type, time and date of the call, action taken, and the time and date repairs were made., These records must be furnished to the University on a quarterly basis or upon request.
8. The term "Gross Revenues" as used herein should be construed to include all monies inserted and retained in the vending machines of vendor, as well as any machine purchases through cards such as debit, credit cards or university cards.
9. The University will conduct ongoing and annual reviews with the Vendor so that UAFS may at its sole option continue with the contract for the following fiscal year. It is anticipated that this review would be performed no later than March or at a time acceptable to both parties.
10. The Vendor is expected to provide monthly sales and commission reports to the University. Vendor agrees to provide monthly, quarterly, and annual, or upon request by the UAFS Vice Chancellor of Finance and Administration, usage reports broken down by product, location, and cost. Reporting will include those volumes sold through third party contractors on campus.

J. LICENSE AGREEMENT

1. During the life of the contract and any renewals, the successful Vendor must provide and maintain a Certificate of Insurance indicating the type and amount of insurance provided.
2. The Certificate of Insurance shall be furnished to the University of Arkansas at Fort Smith prior to the issuance of the purchase order to commence services.
3. The policy shall be written by a Casualty Company authorized to do business in the State of Arkansas. Company must have an A.M. Best Rating of "A" VII or better.
4. The Certificate of Insurance shall bear the agent's signature, business name, address and telephone number and be submitted to the UAFS Office of Procurement prior to contract award.
5. The Certificate of Insurance must carry a 30-day notice of cancellation clause.
6. The certificate must be current and bear the name of "The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Fort Smith" as additional insured for the Beverage Pouring Operations Certificate Holder. Vendor must maintain this at all times during the life of the contract.
7. In the event that the bidder fails to maintain and keep in force product liability insurance, public liability insurance, general, property damage insurance, automobile and worker's compensation insurance, the University shall have the right to cancel and terminate the agreement immediately and without notice.

K. INSURANCE REQUIREMENTS

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

4. The Vendor releases the University from liability for, and the Vendor assumes all risks for, any theft, damage or destruction of any goods, merchandise, fixtures, equipment, or other property of the Vendor that has been kept, stored, or located on the University premises.

L. TYPES OF INSURANCE COVERAGE

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

- Worker's Compensation
  - Coverage A-Statutory Benefits
  - Coverage B-Employer's Liability

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

- Commercial General Liability
  - $1,000,000 Occurrence Limit
  - $2,000,000 Annual Aggregate

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

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

M. AWARD

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

N. GIFTS AND DONATIONS – ACADEMIC INITIATIVE AND STUDENT SERVICES

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

O. SITE ASSESSMENT OF EXISTING UAFS EQUIPMENT

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

_____/_____
Name Printed Date

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

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

Please contact rhonda.caton@uafs.edu to schedule a site visit.

BEVERAGE POURING OPERATIONS
SECTION 4

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

1. Dining Hall & Food Court
2. Bookstore
3. Vending machines
4. Athletic facilities - concessions

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

A. SPECIFICATIONS

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

B. COMMITMENT

Each Proposal shall also include the following:

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

C. BEVERAGE PROGRAM MARKETING SUPPORT

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

D. COMMISSION CHECKS

Must come to the UAFS Business Office, Attn: Accounts Receivable, PO Box 3649, Fort Smith, AR 72913.

PROPOSAL REQUIREMENTS
SECTION 5

PROPOSAL FORMAT

Contractor's proposal should include the following information in the order specified. If the Contractor fails to provide any of the following information, the University may, at its sole option, ask the Contractor to provide the necessary information, evaluate the proposal without the missing information or consider the proposal to be nonresponsive.

1. **Introductory Cover Letter**. Include contact names and email addresses who will be the points of contact during this RFP process.

2. **Acknowledgement of any Addenda** issued that modifies, supplements, or interprets any portion of this RFP.
   - This RFP shall be modified only by an addendum written and authorized by the University. No verbal or written information.
   - The University reserves the right to issue an addendum no less than three (3) calendar days prior to the bid opening to extend the bid opening and may or may not include changes to the RFP.
   - All addenda so issued shall become part of the specification and bid documents.

3. **Exceptions**. List any specifications, requirements, terms, conditions, and provisions in the RFP that the Contractor will not conform to.

GENERAL INSTRUCTIONS

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

Bid Opening. Submissions will remain unopened until the time and date of the bid deadline.

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

Clarification of RFP and Questions

a. Any questions requesting clarification of information contained in this RFP **must** be submitted in writing via email to **rhonda.caton@uafs.edu** by 4:00 p.m. Central Time on or before June 26, 2023.
   i. Vendor should reference "AX-23-005 Exclusive Beverage Vending RFP" in the subject line of the email.
   ii. Vendors' written questions will be consolidated and responded to by the University and issued as an Addendum. The University's consolidated written response is anticipated to posted to the Procurement Services website by the close of business on July 6, 2023 .

b. Vendors may contact the Issuing Officer with non-substantive questions at any time prior to the bid opening.

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

Required Copies and Redacted Copy. Vendor must submit:

a. One (1) hard copy of the proposal.
b. One (1) redacted (marked "REDACTED") copy of the proposal, preferably on a flash drive. (**See Proprietary Information*)***

Proprietary Information. UAFS will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the University until the notice of intent to award has been completed.

a. UAFS will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.
b. All proposers are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and UA Fort Smith will assess the validity of said claim in advance of any release.

Oral Presentations. Upon receipt of proposals in response to this RFP and the University's subsequent review of such proposals, the University, at its sole discretion, may invite Proposers to make an oral presentation to the Selection Committee. The committee may seek to clarify its understanding of the submitted proposal and/or obtain further information regarding the proposal.

Acceptance of Requirements

A. A prospective vendor must unconditionally accept all requirements of the RFP to be considered a responsive bidder.
B. A prospective vendor's bid may be rejected if vendor takes exception to any requirements of this RFP.

Minority Business Policy

Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- Service-Disabled Veterans as designated by the United States Department of Veteran Affairs
- Women-Owned Businesses

Equal Opportunity Policy

In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the Vendor's Equal Opportunity (EO) Policy prior to issuing a contract award.

Prohibition of Employment of Illegal Immigrants

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

Technology Access

A. 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 Arkansas Code Annotated §25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory

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

B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the 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:
    1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non- visual means
    2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
    3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
    4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by non-visual means
    5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
    6. Integrating into networks used to share communications among employees, program participants, and the public
    7. Providing the capability of equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired

C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. §12111(9), as it existed on January 1, 2013.

E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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

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

General Requirements – State of Arkansas.

- All bidders shall conform to the requirements of Arkansas Code Annotated 17-25-101, Arkansas State Licensing Law for Vendors.
- Pursuant to Ark. Code Ann. 229203, the Owner encourages all small, minority, and women owned business enterprises to submit bids for capital improvements. Encouragement is also made to all general Vendors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- All bidders must hold a current General Vendors License. License must be valid in the state of Arkansas and accepted by Ark. Code 17-25-101.
- Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for Vendors, and shall be licensed before the bid is submitted, except as otherwise provided for federally funded projects, and therefore excepted by Ark. Code Ann. §17-25-315.
- The Owner reserves the right to waive any formalities in, or to reject any or all bids.
- No bidder may withdraw his bid within 60 days after the date of the opening thereof.
- The University of Arkansas at Fort Smith is an Equal Opportunity Employer and complies with the requirements of the Americans with Disabilities Act.
- Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor's Executive Order 98-04. Submission to the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract which does not obligate the Vendor to require the submission of Disclosure forms for sub vendors.

Restriction of Boycott of Israel

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

SELECTION CRITERIA
SECTION 6

SELECTION CRITERIA

UAFS will utilize a proposal evaluation team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of UAFS.

It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible firm(s) who submits the best *overall* proposal based on an evaluation of all responses. Selection shall be based on UAFS assessment of the Vendor's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals.

Submission of a proposal indicates proposer's acceptance of the evaluation technique and proposer's recognition that some subjective judgments must be made by UAFS during the assigning of points.

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

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

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

A. FINANCIAL STRUCTURE AND TOTAL ECONOMIC VALUE 60 pts

- Highest financial consideration (exclusive rights compensation and any other cash compensation value), plus other incentives (such as donated products, scholarships, sponsorships, etc. While these will be considered, they must equate to a monetary value.
- Product variety and cost
- Vending commission (net commission percentage to UAFS)

B. POURING AND VENDING RIGHTS OPERATIONS, AND MANAGEMENT PLAN 30 pts

- Innovative and creative management, marketing, and operational strategies and suggested programs
- Contract administration, communication, and reporting
- Process to assure continual, optimal performance
- Plan for successful program implementation and continuous performance

C. OVERALL PROPOSAL RESPONSE 10 pts

Was information well organized with easily identifiable requested information? Does vendor's proposal demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth?

Maximum Points 100

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

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

ANTICIPATED SCHEDULE OF EVENTS
SECTION 7

ID	Event Description	Date
1	Release of RFP	June 15, 2023
2	Questions from bidders due	June 26, 2023; 4pm CST
3	Answers to questions posted*	July 6, 2023
4	RFP response deadline	July 20, 2023; 4pm CST
5	Notice of intent to award*	Summer 2023
6	Contract commences	TBD

*Anticipated Dates.

CONTRACT REQUIREMENTS
SECTION 8

8.1 CONTRACT PERIOD

The term of the contract will be up to ten (10) years. The contract term is expected to commence late summer 2023, and upon mutual agreement, may continue through the end date of June 30, 2033, unless terminated or amended pursuant to the terms of this RFP.

8.2 CONTRACT TERMINATION AND ASSIGNMENT

UAFS shall have the right to terminate the resulting contract for any reason during its term, upon giving a minimum of sixty (60) days' notice to the other party. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of the Agreement during any biennium period of the Term (including any renewal periods), the parties agree that the Agreement shall automatically terminate without notice.

The resulting contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be grounds for immediate termination of the contract.

8.3 FORMATION OF THE AGREEMENT/CONTRACT

At its option, the University may take either one of the following actions in order to create the agreement between the University and the selected Vendor:

A. Accept a proposal as written by issuing a written notice to the selected Vendor, which refers to the Request for Proposal and accept the proposal submitted in response to it.

B. Enter negotiations with one or more firms in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

Because the University may use alternative (A) above, each Bidder should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

The contents of this RFP will be incorporated into the final contract documents. The following order of precedence shall apply:

1. Agreement
2. Proposal
3. RFP

8.4 LIABILITY

Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

8.5 GOVERNING LAW AND VENUE

The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the agreement shall be determined in Pulaski County, Arkansas.

8.6 SOVEREIGN IMMUNITY

The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to the agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands, or actions, the University agrees that: (a) it will cooperate with the Vendor in the defense of any claim, demand or action brought against the Vendor seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the Vendor should the Vendor present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the agreement. Nothing in the agreement between the Vendor and the University shall be construed as a waiver of the University's sovereign immunity or the University's right to assert in good faith all claims and defenses available to it in any proceeding.

8.7 ATTORNEY'S FEES

Neither party shall be liable to the other for any payment of attorney's fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the agreement.

8.8 NOTICE

Notice to the University required or permitted by the agreement shall be effective upon receipt. In addition to any notice provisions specified in the agreement, all notices, requests and other communications required or permitted to be sent under the agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System
Attn: Office of General Counsel
2404 North University Avenue
Little Rock, AR 72207-3608
Fax: 501-686-2517

8.9 LAWS, LICENSES & TAXES

Without additional expense to the University, the Vendor shall be liable for and pay all applicable federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any permits and licenses, unless otherwise specified.

8.10 FORCE MAJEURE

Both parties shall agree that, by reason of strike or other labor disputes, civil disorders, inclement weather, Acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of agreement.

8.11 CONTRACT PAYMENT / INVOICES

All invoices shall be forwarded to the UAFS Accounts Payable Office and must show an itemized list of charges by type of service. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by UAFS. The University may not be invoiced in advance of delivery and acceptance of any equipment or service.

OFFICIAL PRICE SHEET-A

List all beverage type items and the price of each that you propose be dispensed in the machines:

Product / Packaging	Price	Product / Packaging	Price
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____

Use additional sheets if required.

Optional proposals with pricing alternatives may be offered.

*Please annotate if any are considered “healthy”, low calorie, zero calorie drinks and fruit drinks offered.

OFFICIAL PRICE SHEET-B

Section I

Percentage of sales royalties paid to UAFS – vending machines _____ %

Percentage of sales royalties paid to UAFS – athletic concessions _____ %

Percentage of sales royalties paid to UAFS – food court & dining hall _____ %

Section II

Other Financial Considerations & Incentives offered (if any):

Section III

Other creative offerings, enhancements, donated product, or sponsorships: List any other offerings below and the associated benefit.

Use additional sheets if required.

BID SIGNATURE / ACKNOWLEDGEMENT PAGE AX-23-005

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

I, the undersigned duly authorized representative of the proposer, understand that the proposal must be signed by the proposer or an authorized representative of the proposer. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposer to be bound by them.

Receipts of the following Addenda are hereby acknowledged: (List all / any Addenda)

ADDENDUM NO._____

ADDENDUM NO._____

ADDENDUM NO._____

CONFIRMATION OF REDACTED COPY
☐ YES, a redacted copy of submission documents is provided. ☐ NO, a redacted copy of submissions is not provided. I understand a fully copy of non-redacted submission documents will be released if requested. *Note: If a redacted copy of the submission documents is not provided with Prospective Vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.*
ILLEGAL IMMIGRANT CONFIRMATION
By signing and submitting a response to this *Bid Solicitation*, a Prospective Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
ISRAEL BOYCOTT RESTRICTION CERTIFICATION
By checking the box below, a Prospective Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. ☐ Prospective Vendor does not and will not boycott Israel.

_____ Title_____

Authorized Signature

_____ Date:_____

Printed/Typed Name

ATTENTION BIDDERS – EO POLICY

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal, request for qualifications, or negotiating a contract with the State for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered the bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The University of Arkansas at Fort Smith Procurement Department will maintain a database of policies or written responses from bidder.

NOTE: This is a mandatory requirement when submitting an offer as described above.

Please complete and return the attached form with your bid.

Should you have any questions regarding this requirement, please contact this office by calling (479)788-7073.

REQUIRED EQUAL OPPORTUNITY POLICY INFORMATION (to be completed by businesses or person submitting response)

Check appropriate box:

____ EO Policy attached

____ EO Policy previously submitted to UAFS Procurement Department

Company or Individual Name:

_____

Title:_____ Date:_____

Signature_____

RFP CHECKLIST

- Introductory Cover Letter
- Exceptions (any exceptions to this RFP, contract or state requirements, etc.)
- Bid Signature / Acknowledgement Page
- Official Price Sheet – A
- Official Price Sheet – B
- Contract & Grant Disclosure
  https://www.dfa.arkansas.gov/images/uploads/procurementOffice/contgrantform.pdf
- EEO Policy
- Site Assessment Verification (page 14)

Appendix A - UAFS Beverage Vending Locations

Building	Coke	Pepsi	Indep
51st Street Annex	1		
Advancement Center	1	1	
Baldor Technology Center	4	3	1
Boreham Library (24 Hr Zone)	1	1	
Breedlove Auditorium	1	1	
Echols	2	1	
Flanders-Business and Industrial Institute 1st Floor	2	2	
Flanders-Business and Industrial Institute 2nd Floor	1		
Fullerton Administration			
Gardner	1	1	1
Lion's Den North		1	
Lion's Den South	1		
Math-Science 1st Floor	1	2	
Math-Science 2nd Floor		1	
Math-Science 3rd Floor	1		
Old Gym	1		1
Pendergraft Health-Sciences Center	1		
Plant Operations	2		
Recreational and Wellness	1		
Sebastian Commons	1		
Smith Pendergraft Campus Center 1st Floor	1		
Smith Pendergraft Campus Center 2nd Floor	1		
Stubblefield Center	2		
Vines 1st Floor	1		
Vines 2nd Floor		1	
Windgate Art & Design 2nd Floor	1	1	
Windgate Art & Design 3rd Floor	1	1	

Appendix B - 2022-23 NCAA Banned Substances

NCAA Division I Bylaw 12 and NCAA Divisions II and III Bylaw 14 require that schools provide drug education to all student-athletes. The athletics director or athletics director's designee shall disseminate the list of banned-drug classes to all student-athletes and educate them about products that might contain banned drugs. All student-athletes are to be notified the list may change during the academic year, that updates may be found on the NCAA website (ncaa.org) and informed of the appropriate athletics department procedures for disseminating updates to the list. It is the student-athlete's responsibility to check with the appropriate or designated athletics and/or medical staff before using any substance.

The NCAA bans the following drug classes:

1. Stimulants.
2. Anabolic agents.
3. Alcohol and beta blockers (banned for rifle only).
4. Diuretics and masking agents.
5. Narcotics.
6. Cannabinoids.
7. Peptide hormones, growth factors, related substances and mimetics.
8. Hormone and metabolic modulators.
9. Beta-2 agonists.

Note: Any substance chemically/pharmacologically related to any of the classes listed above and with no current approval by any governmental regulatory health authority for human therapeutic use (e.g., drugs under pre-clinical or clinical development or discontinued, designer drugs, substances approved only for veterinary use) is also banned. All drugs within the banned-drug class shall be considered to be banned regardless of whether they have been specifically identified. Examples of substances under each class can be found at ncaa.org/drugtesting. There is no complete list of banned substances.

Substances and Methods Subject to Restrictions:

1. Blood and gene doping.
2. Local anesthetics (permitted under some conditions).
3. Manipulation of urine samples.
4. Tampering of urine samples.
5. Beta-2 agonists (permitted only by inhalation with prescription).

NCAA Nutritional/Dietary Supplements:

Before using any nutritional/dietary supplement product, a student-athlete should review the product and its label with the appropriate athletics department and/or medical staff**.**

1. Many nutritional/dietary supplements are contaminated with banned substances not listed on the label.
2. Nutritional/dietary supplements, including vitamins and minerals, are not well-regulated and may cause a positive drug test.
3. Student-athletes have tested positive and lost their eligibility using nutritional/dietary supplements.
4. Any product containing a nutritional/dietary supplement ingredient is taken at your own risk.

As part of its responsibility to provide education about banned substances, athletics department staff should consider providing information about supplement use and the importance of to having nutritional/dietary products evaluate by qualified staff members before consuming. The NCAA has identified Drug Free Sport AXIS™ (AXIS) as the service designated to facilitate student-athlete and institutional review of label ingredients in medications and nutritional/dietary supplements. Contact AXIS at 816-474-7321 or dfsaxis.com (password ncaa1, ncaa2 or ncaa3).

THERE IS NO COMPLETE LIST OF BANNED SUBSTANCES. DO NOT RELY ON THIS LIST AS EXHAUSTIVE OR TO CONFIRM OR RULE OUT ANY LABEL INGREDIENT THAT MAY CONTAIN A POTENTIAL BANNED SUBSTANCE.

Many nutritional/dietary supplements are contaminated with banned substances not listed on the label. It is the student-athlete's responsibility to check with the appropriate or designated athletics and/or medical staff before using any substance.

Drug Classes	Some Examples of Substances in Each Class	
Stimulants	Amphetamine (Adderall) Caffeine (Guarana) Cocaine Dimethylbutylamine (DMBA; AMP) Dimethylhexylamine (DMHA; Octodrine) Ephedrine Heptaminol Hordenine Methamphetamine *Exceptions*: *Phenylephrine and Pseudoephedrine are not banned.*	Methylhexanamine (DMAA; Forthane) Methylphenidate (Ritalin) Mephedrone (bath salts) Modafinil Octopamine Phenethylamines (PEAs) Phentermine Synephrine (bitter orange)
Anabolic Agents	Androstenedione Boldenone Clenbuterol Clostebol DHCMT (Oral Turinabol) DHEA (7-Keto) Drostanolone Epitrenbolone Etiocholanolone Methandienone	Methasterone Nandrolone (19-nortestosterone) Norandrostenedione Oxandrolone SARMS [Ligandrol (LGD-4033); Ostarine; RAD140; S-23] Stanozolol Stenbolone Testosterone Trenbolone
Alcohol and Beta Blockers (banned for rifle only)	Alcohol Atenolol Metoprolol Nadolol	Pindolol Propranolol Timolol
Diuretics and Masking Agents	Bumetanide Spironolactone (Canrenone) Chlorothiazide Furosemide *Exceptions: Finasteride is not banned.*	Hydrochlorothiazide Probenecid Triamterene Trichlormethiazide
Narcotics	Buprenorphine Dextromoramide Diamorphine (heroin) Fentanyl, and its derivatives Hydrocodone Hydromorphone Methadone	Morphine Nicomorphine Oxycodone Oxymorphone Pentazocine Pethidine
Cannabinoids	Marijuana Synthetic cannabinoids (Spice; K2; JWH-018; JWH-073) Tetrahydrocannabinol (THC, Delta-8)	
Peptide Hormones, growth factors, related substances and mimetics	Growth hormone (hGH) Human Chorionic Gonadotropin (hCG) Erythropoietin (EPO) *Exceptions: Insulin, Synthroid and Forteo are not banned.*	IGF-1 (colostrum; deer antler velvet) Ibutamoren (MK-677)
Hormone and Metabolic Modulators	Anti-Estrogen (Fulvestrant) Aromatase Inhibitors [Anastrozole (Arimidex); ATD (androstatrienedione); Formestane; Letrozole] PPAR-d [GW1516 (Cardarine); GW0742] SERMS [Clomiphene (Clomid); Raloxifene (Evista); Tamoxifen (Nolvadex)]	
Beta-2 Agonists	Bambuterol Formoterol Higenamine	Norcoclaurine Salbutamol Salmeterol

Any substance that is chemically/pharmacologically related to one of the above drug classes, even if it is not listed as an example, is also banned.

Information about ingredients in medications and nutritional/dietary supplements can be obtained by contacting AXIS at 816-474-7321 or dfsaxis.com (password ncaa1, ncaa2 or ncaa3).