



UNIVERSITY OF
**CENTRAL
ARKANSAS™**

**PROCUREMENT OFFICE
201 DONAGHEY AVENUE
WINGO HALL 113
CONWAY, AR 72035**

REQUEST FOR PROPOSAL

EXCLUSIVE CAMPUS BEVERAGE SERVICES

RFP#UCA-24-002

**PROPOSALS MUST BE RECEIVED BEFORE:
1:30 P.M. Central Time on Wednesday, May 3, 2023**

Proposal Delivery and Opening Location:
University of Central Arkansas
Procurement Department
201 Donaghey Ave. Wingo Hall 113
Conway, AR 72035

**PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE
PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE
PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL
OPENING AND COMPANY'S RETURN ADDRESS**

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PROCUREMENT TIMETABLE

Bidders are encouraged to read each section of the Request for Proposals thoroughly. While sections may appear similar, additional information may be included, as applicable, within each section. It is the responsibility of the bidder to understand the requirements of each section.

The procurement timetable represents the University's estimated schedule. All dates, including the Contract start date, may be subject to change.

ACTIVITY	SCHEDULED DATE
Issuance of RFP	March 16, 2023
Mandatory Pre-Proposal Meeting	April 5, 2023 at 1:30 p.m. Wingo Hall 315
Submission of written questions via-email	April 13, 2023 by 3:00 p.m.
University's email response to written questions	April 19, 2023 by 3:00 p.m.
Proposal submittal deadline	May 3, 2023 at 1:30 p.m.
Presentations from selected bidders	May 17, 2023
Evaluation Completion	On or before May 24, 2023
Contract Start Date	July 1, 2023

EXCLUSIVE BEVERAGE SERVICES

SECTION ONE

1. General Information and Instructions for RFP

1.1 University Background: Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. The university strives to provide strong academic programs to meet the diverse needs of those it serves. Located in Conway, Arkansas, “The City of Colleges,” the university’s bustling, Georgian-style campus is among the most beautiful in the region.

In fall 2022, nearly 10,000 students from seventy-seven (77) different countries, forty-eight (48) states, and all seventy-five (75) counties in Arkansas were part of UCA’s diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. Students engage in undergraduate research and publication opportunities that most students don’t have until graduate school.

UCA offers more than eighty (80) undergraduate degree and certificate programs and fifty-seven (57) graduate degree and certificate programs, including six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges — the College of Arts, Humanities, and Social Sciences, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers significant opportunities to learn and grow.

The university’s Honors College is nationally known for its unique and challenging curriculum. The Honors College offers small, discussion-based seminars, close student-faculty relations, funding for travel abroad, and internships.

As its mission states, the University of Central Arkansas, a leader in 21st-century higher education, is committed to excellence through the delivery of outstanding undergraduate and graduate education that remains current and responsive to the diverse needs of those it serves. The university’s faculty and staff promote the intellectual, professional, social, and personal development of its students through innovations in learning, scholarship, and creative endeavors. Students, faculty, and staff partner to create strong engagement with the local, national, and global communities. The University of Central Arkansas dedicates itself to academic vitality, integrity, and diversity.

1.2 Purpose: The University of Central Arkansas is seeking proposals from qualified suppliers to provide services for the sale, distribution and merchandising of beverages. The Contractor will be expected to provide high-quality products, state-of-the-art equipment, high quality and responsive maintenance and service programs for the routine care and replacement of equipment, user-friendly ordering system, predictable and reliable delivery program, accurate

invoicing practices, ongoing marketing support to drive sales and customer satisfaction, and a well-trained, courteous and professional staff to meet the University's needs.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a bidder may be selected, and the contractual terms by which the University intends to govern the relationship between it and the selected bidder.

Alternative proposals shall be clearly marked as such.

Proposals will be accepted until **1:30 p.m. CST, May 3, 2023**

Sealed Proposals should be mailed or delivered to the following:

Cassandra McCuien-Smith, Director of Procurement and Travel
201 Donaghey Avenue
Wingo Hall 113
Conway, AR 72035

This solicitation does not commit the University to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure a contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposal, if it is in the best interest of the University.

1.3 Definition of Parties: The University of Central Arkansas will be referred to as the University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

1.4 Term of the Contract: The effective date of this Contract shall be upon signing, and shall terminate after a five (5) year period, with the option to renew for an additional five (5) years, subject to the terms of the University's standard contract. No other renewal period or extensions will be considered as part of this RFP process.

1.5 Proposal Submission: A **SIGNED** original, 8 electronic (flash drive) copies and 1 redacted electronic copy (flash drive) **(10 total)** of the proposal must be submitted to the Procurement Office of the University of Central Arkansas, 201 Donaghey Avenue, Wingo Hall 113, Conway, AR 72035, in a sealed envelope by **Wednesday, May 3, 2023**, to be date stamped by the Office of Procurement in order to be considered. Normal business hours are 8:00 a.m. to 4:30 p.m. cst, Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Bidders may wish to call (501) 450-3173 to determine if University operations have been suspended. Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University

assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single bidder; however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP # UCA-24-002

1.6 Mandatory Pre-Proposal Conference: A mandatory pre-proposal conference will be held **April 5, 2022** at 1:30 p.m. The meeting will begin in Wingo Hall Room 315, 201 Donaghey Avenue, Conway, AR 72035. The purpose of this conference is to fully acquaint potential Offerors with all conditions. During this conference, questions concerning the "Request for Proposal" will be answered, and a tour of the various University facilities will be conducted.

Attendance at the pre-proposal conference is a prerequisite requirement to be qualified to submit a proposal. Proposals will be accepted only from Offerors who are represented at the pre-proposal conference, as evidenced by the representative's signatures on the appropriate attendance roster. Failure to attend this meeting will disqualify the Offeror from submitting a proposal.

Attendance at the conference will be limited to five (5) employees per company. Attendees should bring a copy of this solicitation to the conference. Any changes resulting from this conference or subsequent written questions will be issued in a formal addendum.

Requests for additional site visits may be arranged by appointment only with Ashley Bennett, Project Administrator, at 501-450-3184, email address: abennett@uca.edu

The University reserves the right to restrict the number of visits and the number of participants per visit in order to allow for minimal interruption of the present dining operations.

Any information obtained from discussions or informal correspondence with university administrators or staff does not supersede the requirements of this RFP. Changes or clarifications to requirements shall be issued by official addenda.

1.7 Questions and Requests for Clarifications: Offerors are requested to forward all questions, in writing, no later than April 13, 2023 to Cassandra McCuien-Smith, email address: cmccuien@uca.edu; no additional questions or clarifications will be allowed after this deadline.

1.8 Type of Service: Proposals will be received for the services specified herein or listed in documents hereto under the terms and conditions of this Request for Proposals and any general specifications attached.

1.9 Legally Binding: Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

1.10 Qualifications of Offerors: Offerors shall be of known reputation and shall have sufficient experience and qualified personnel to perform adequately the prescribed service. Offerors shall submit evidence of qualifications as requested in the solicitation. Offerors shall complete and return Attachment A, Offeror Data Sheet.

1.11 Proposal Costs: The Contractor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by the University.

1.12 Terms and Conditions: By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive.

1.13 Compliance: Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the Request for Proposal, the proposal may be rejected. Proposals must be signed to be considered.

1.14 Contract: All provisions of this Request for Proposal and the successful Offeror's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.

UCA Request for Proposal No. UCA-24-002

All addenda issued pursuant to UCA-24-002

Contractor's proposal

All clarifications & negotiated modifications to Contractor's proposal

1.15 Addenda to RFP: Any addenda to this RFP will be published on the UCA Procurement website to all Offeror's at the following web address: www.uca.edu/purchasing.

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures.

Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. The vendor should submit one complete electronic copy of the proposal

from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information. **An entire proposal marked "Confidential" will not be considered.**

1.16 RFP Content: Each Offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this "Request for Proposal." The failure or omission of the Offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this "Request for Proposal" or to the "Negotiated Contract." Later claims for extra compensation for existing conditions that should have been foreseen had such an examination been made will not be honored.

1.17 Contract Termination: Discussion Period: If at any time during the term of this agreement, either party considers terminating the agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30)-day period, the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30)-day discussion period, the party considering the termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party ninety (90) days written notice of its intention to terminate.

1.18 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Inquiries must be submitted in writing. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on the University's web site, www.uca.edu/purchasing. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Written Inquiries must be made to: Cassandra McCuien-Smith, Procurement Director
201 Donaghey Avenue, Wingo 113
Conway, AR 72035
Phone: 501-450-3173
E-Mail: cmccuien@uca.edu

1.19 Award of Proposal: Presentations may be requested of one or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select

the bidder or bidders, which in its opinion, it considers more responsible and has/have offered the proposal that is the most responsive and may award the contract to that bidder or bidders. The University reserves the right, in its sole discretion, to waive irregularities considered immaterial. The University may cancel this RFP or reject any or all proposals in whole or in part. If the University determines, in its sole discretion, that only one bidder is fully qualified or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.20 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Central Arkansas Director of Procurement within fourteen (14) calendar days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.21 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by Arkansas law. All information that is considered confidential must be clearly marked in the proposals.

1.22 Costs of Preparation: Bidders assume all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.23 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. By submitting a proposal, the bidder agrees to notify the University of any change in this status.

1.24 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's response.

1.25 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 120 days from the due date of the proposal.

1.26 Sustainability and Green Campus Initiative: The University recognizes its responsibility to foster stewardship of natural resources and to promote environmental citizenship through its Procurement decisions. When possible, all materials submitted in response to this RFP should be fully recyclable. Proposals should be two-sided, on 8.5 x 11 recycled paper, and clipped together without binding.

The University is dedicated to purchasing recycled and environmentally preferred products when practicable and to buy from entities committed to the support of campus sustainability initiatives. Campus sustainability includes, but is not limited to, the reduction of energy consumption and the reduction, reuse and recycling of packaging materials.

END OF SECTION ONE

SECTION TWO

2. Scope of Work and Program Requirements

Bidders shall provide complete information relative to the financial, management and operational objectives of this RFP. The University is seeking proposals that address, at a minimum, each requirement specified herein but bidders shall describe in detail any additional specifications that would enhance the success of a beverage program. Proposals will only be considered from reputable bidders organized primarily for the purpose of supporting fountain, bottle and vending service of carbonated beverages, water, energy, sports and juice drinks. A record of successful operation for a period of not less than 5 years is required.

2.1 Scope: The primary goal of this RFP is the implementation of a beverage contract for a national-brand product with the intent to maximize revenue, promote and increase market share of beverage products, control costs and provide exceptional service to University students, faculty, staff and visitors. The University desires to develop a model relationship that substantially advances beverage-related opportunities at the University and capitalizes on the immediate and long-term priorities of the institution and its Contractor.

This RFP outlines and describes the products and services expected by the University. Any contract resulting from this RFP is intended to award the Contractor sole and exclusive "pouring rights" to provide fountain dispensed carbonated beverages and juices, bottled carbonated beverages, bottled water and juices, and sports drinks at all dining, vending, concession, and catering locations.

It is the University's intent to enter into an exclusive agreement for these products; however, alternate proposals will be accepted, which allow for a percentage of preferred presence in the University's convenience stores and athletic concessions (such as Red Bull and Dr. Pepper, which are products that are in high demand by the student population). The pricing format for this option is provided in Section Four.

Exclusive rights shall not extend to College Square Retirement Community, UCA Greek Village Housing Facilities, Buffalo Alumni Hall, beverages required for research purposes, performers appearing on campus and non-state funded departmental parties, potlucks, and private beverage donations for state employees, departments and organizations.

Energy drinks shall be priced as a separate category as defined in Section Four. They may be awarded to the pouring rights Contractor or awarded to multiple vendors, solely at the discretion of the University. The University also has a desire for the winning contractor to provide Gatorade or Powerade for the UCA Athletes as part of a free product program.

Dining Service on the UCA campus consists of a combination of a platform based residential

dining program, food courts, a convenience store, and remote food locations. The current location of food service operations are the University Student Center, Torreyson Library, College of Business, Christian Cafeteria, Bear Village Apartments (C-Store), Baseball, Softball, Farris Center and Estes Stadium Concessions. The catering services operations are located in the Brewer Hegeman Conference Center.

It is the University's intent to enter into an exclusive agreement for these products; however, alternate proposals will be accepted allowing for a percentage of preferred presence in the three convenience stores. The pricing format for this option is provided in Section Four.

Exclusive rights shall not extend to fraternity or sorority housing or to performers appearing on campus.

Energy drinks shall be priced as a separate category as defined in Section Four. They may be awarded to the pouring rights Contractor or awarded to multiple vendors, solely at the discretion of the University.

The University, on behalf of the University Athletic Department, has various contracts with the UCA Purple Circle Foundation, whereby certain rights, including the rights to secure and administer athletic sponsorships have been granted to doing business on campus, retains the right to market and sell all athletic sponsorship and signage inventory.

University Student Center:

Centrally located, the University Student Center features a food court and showcases a collection of fast-food and in-house restaurants:

- Chick-fil-A Express
- Pizza Hut Express
- Moo Yah's
- Einstein Bros.
- Quizno's
- Sushi

Starbucks Cafe:

Located in the Torreyson Library, this location offers a variety of coffee, espresso, cappuccino, cold beverages, bakery products, teas, and waters. Select pastries, muffins and breads are also served.

T.H.I.N.K.:

Located in the College of Business, T.H.I.N.K. serves coffee, espresso, cold coffee beverages,

muffins and pastries.

Donaghey Hall:

Is a four-story, mixed-use building. The top three floors are residential halls for upperclassmen. The first floor houses local businesses, such as Twisted Taco, Einstein Bros Bagels, and Marble Slab Creamery, The Admissions Welcome Center, and a student makerspace.

Note: Einstein Bros Bagels will be replaced with Bear Express which offers a Montagues Deli with deli style sandwiches and also includes a C-Store offering grab and go items, beverages, candies, and essentials.

Bear Village Residential: The C-Store, centered in the Bear Village Residential Apartments, offers many convenience items, including a variety of packaged foods, beverages, and grab and go items. Students with Declining Dollars can use this form of payment in this location.

Students who live in the residence halls, with the exception of the Apartments, are required to choose from the current all access plan and fifteen (15) traditional meal plans. Additionally, the University offers a ten (10) meal plan for students who are not required to participate in the other two plans. The meal plan week begins on Sunday and runs through Saturday evening. Students do not have flexibility with the 15 or 10 meal plans, as they are only allowed to use one (1) meal during a meal period throughout the week. The total access plan allows the student to use as many meals as he or she would like during any meal period; however, this applies to the student holding the plan, and not his or her guest. During the lunch meal period, students are allowed transferability at all on-campus retail locations. Currently, unused meals on all Resident Meal Plans do not carry over to the following week. Students do have the ability to purchase "Declining Balance Dollars" to supplement their meal plans.

Residential meal plans and the declining balance program. Current Meal plans are detailed below:

Resident Meal Plans:

All residential meal plans have three (3) defined meal times per day. Students are allowed to use only one (1) meal per period and are allowed transferability through meal equivalency at selected retail locations during the lunch period. Students may not discontinue meal plan participation as long as they remain enrolled during any semester. Refunds on meal plans are not permitted, except as provided by policy for students withdrawing from the University. Any exceptions to this policy must be approved by the Director of Housing Operations and the Assistant Vice-President of Housing and Contract Services. These plans have a "missed meal factor," which the University understands is a consideration in determining the prices of the plans:

Current semester Meal Plans are listed below:

- The following plans are available to all Residents and Commuters:

- Total Access (in the cafe) with \$250 DD - **\$1,969.00**
- 200 Block with \$250 DD - **\$2,235.00*****The block plans allow the meal-plan holder the option to eat any of his or her meals for the semester in either the Christian Cafeteria or the Student Center food court under the equivalency program.
- The following plans are available for **Apartment Residents and Commuters Only**:
 - \$800 Dining Dollars (+ \$35 Bonus DD)
 - \$1,100 Dining Dollars (+ \$75 Bonus DD)
 - \$200 Greek Village Dining Dollars

Dining Dollars:

Dining Dollars ("DD") are prepaid dollars automatically deposited onto the student identification card. The DD are to be used in the form of a declining balance at any University dining facility. DD amounts are a great value, convenient to use, and offer flexibility in a student's meal plan. They may be used to purchase full meals in the cafeteria or to make a la carte purchase of food, snacks, and beverages at one of the University's other locations. Meal-plan holders may purchase additional DD amounts. Additional Funds can be added to Dining Dollars with cash, check, money order, or credit card by visiting the Dining Services office in the Christian Cafeteria, or a student may insert cash into the "Bear Bucks" machines that are located at the Christian Cafeteria and Torreyson Library. UCA's declining balance program is a great addition to any of the Resident Meal plans or for other faculty, staff, and students. Overall dining dollars deposits for Fall 2022 were \$1,334,500.

Bear Bucks:

Bear Bucks is a declining balance program similar to Dining Dollars. Bear Bucks are sold directly through the Bear Card Center located in 208 Bernard Hall. Bear Bucks carry over from semester to semester and year to year, as long as the student is enrolled at UCA. The Bear Bucks account may be used for copies and laser printing in Torreyson Library, for bookstore purchases, and for purchases at all UCA food service locations, including a growing number of off-campus vendors. From June 2021 through June 2022, UCA acknowledged deposits into Bear Bucks totaling \$263,270.11.

Meal Equivalency Program:

The Meal Equivalency Program gives the meal-plan holder the option to eat any of his or her meals for the semester in either the Christian Cafeteria or the Student Center food court under the equivalency program. This program is valued by the University's students.

2.2 MANAGEMENT AND OPERATIONAL REQUIREMENTS

2.2.1 The Contractor is responsible for the set-up 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.

2.2.2 The Beverage 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. Appendices B-F shows estimated annual volumes of product consumed at the University.

2.2.3 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.

2.2.4 Recognizing that a successful beverage 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.

2.2.5 There will be no minimum order requirements.

2.2.6 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.

2.2.7 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

Reports shall be submitted to the VP of Finance and Administration on a quarterly basis.

2.2.8 The Contractor 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.

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.

The University shall provide the Contractor with routine campus protection currently available to

vending service, such as night patrol, door checks, security consulting, call responses, etc. The University and the Contractor shall mutually determine the additional security measures required to control unauthorized access to all vending service areas included in the contract.

2.3 PERSONNEL REQUIREMENTS:

2.3.1 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.

2.3.2 The Contractor and all employees of the Contractor shall observe all University rules and regulations that are applicable to University employees, including driving, parking, and work behavior while on campus.

2.3.3 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.

2.3.4 The Contractor shall provide game day personnel and equipment in support of concession and vending sales at major athletic events.

2.3.5 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.

2.3.6 Verification of employee and subcontractor background checks shall be provided to the Contract Administrator.

2.4 BEVERAGE PRODUCT AND EQUIPMENT:

2.4.1 Current beverage volumes are provided in the Appendices; however it is an objective of this beverage program that sales and volume will increase over the life of the contract.

2.4.2 The Contractor shall, without cost to the University, supply, install, service and maintain all fountains, cooler, ice making, display and other equipment used to sell, dispense 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.

Contractor shall ensure that fountain and related equipment are maintained and dispense appropriate product (e.g. syrup/liquid mix, age, temperature, no overspray or spill.)

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.

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

2.4.4 A program of preventative maintenance and regular replacement of worn, damaged or malfunctioning equipment, including vending and soft drink equipment, shall be instituted and carried out by the Contractor. The Contractor, at its expense, maintain the vending machines including any meters, electronic monitoring systems, electronic sales equipment and special attachments, in proper working order and promptly make all necessary repairs and replacements of parts.

2.4.5 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.

2.4.6 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.

2.4.7 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. Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with new equipment.

With respect to any and all University operations providing three meals per day, the Contractor will use commercially reasonable efforts to repair its fountain dispensing equipment before the next scheduled meal service. If the Contractor is not able to perform the necessary repairs in the stated time frame, the Contractor will arrange for a back-up repair service to repair the fountain dispensing equipment.

2.4.8 University, faculty, staff, students and visitors look to alternative means of payment when operating automated vending machines. The University has a multi-functional ID card called the BearCard that is used for security access, meal plans and other services on campus. Upon request, cardholders can add a debit account feature that can be used at some off campus and on-campus retail operations plus limited snack and drink vending locations. The university would like to expand the vending locations that will accept the BearCard.

All vending equipment provided under the contract shall have card readers installed to accept the BearCard that is supported by the Blackboard debit card system. It shall be the Contractor's responsibility to purchase card readers and to bear all costs related to non-cash transaction alternatives. The University will assist in troubleshooting post-installation equipment problems associated with the technology.

Equipment shall also be able to accept other debit and credit cards, and shall be upgraded as necessary to accept emerging technologies available in automated vending purchases.

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.

2.4.9 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.

2.4.10 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.

2.4.11 All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from point of origin to point of delivery.

2.4.12 If and when the supplier enters new beverage categories, produces new beverage products, or makes changes to existing products, the VP of Finance and Administration or designee and the supplier will decide whether those beverage products will be sold on campus during the time of the agreement.

2.4.13 Each vending machine shall have a sticker on it informing the customer who to call if they have problems with lost coin, damaged product, etc.

END OF SECTION TWO

SECTION THREE

3.0 PROPOSAL CONTENT AND FORMAT:

Proposals shall include a table of contents with page numbers for each of the following required components of the proposal.

All proposals shall consist of a written point-by-point response to this RFP and each response must be cross-referenced to the corresponding numbered item in this section. The bidder's information should be stated in concise terms with emphasis on clarity and completeness of content. The University reserves the right to request additional information and/or presentations if clarification is needed.

Proposals that do not substantially conform to the contents of this RFP, and alter the basis for proposal comparison, may be considered unresponsive and sufficient cause for rejection. In addition to responses in accordance with the required format, bidders may submit alternate proposals. Alternate offers shall be clearly marked as such.

Bidders shall provide all information which completely describes product offerings, supplies, equipment delivery program, maintenance programs, area service support facilities, and marketing plans.

3.1 Executive Summary: The summary shall not exceed three pages and shall include the key points in the bidder's proposal.

3.2 Company organization and proposed staffing: Describe the company's organization, financial stability, experience and capacity in managing the requirements of this contract. Provide an organization chart and plan for the administrative management, supervision and staffing required under the specifications of this RFP. Provide examples of commitment to ethical business practices including the areas of human rights and corporate responsibility.

3.3 Beverage Program Plan: Provide a detailed Beverage Program Plan. Identify specific sales and revenue objectives for each product. Describe programs and resources which support achieving the identified objectives.

3.4 Product variety, quality and availability: Identify all products that would be available under the contract, including beverage category, package sizes, etc. Include syrups, pre-mix and CO2.

3.5 Financial Package: Provide complete information on the proposed financial package, including signing bonus, commissions, complimentary product, volume incentives and guaranteed revenue to the University.

3.5.1 Provide a proposed financial package for exclusive fountain beverage pouring rights in all University dining and athletic facilities, and exclusive presence in all athletic and University vending locations and retail markets.

3.5.2 Provide a proposed financial package for exclusive fountain beverage pouring rights in all University dining and athletic facilities, exclusive vending in all University and athletic vending locations with the exception of a minimum of 80% preferred presence in retail markets and athletic concessions.

3.5.3 Provide a proposed financial package for investment opportunities to the University's existing facilities. (Facility information provided in Appendices). Provide information as to investment amount, amortization schedule, and design and development resources available to the University at the Offeror's expense.

- Offeror should provide as part of their proposal schematics and budget estimates associated with any proposed renovation of existing campus locations. Budget estimates should be delivered per unit, in detail, and Offeror should be able to support their budget estimates. University is seeking a vendor who can best demonstrate the creative use of existing space for financing, enhancements and improvements.
- Detailed view of a true "Financial Partnership" as it relates to expected profit returns to the University, including any caps on profit, and profit split recommendations.
- Provide any additional financial information the Offeror may think is valuable in realizing that the University is looking for a financial partner as part of this RFP.

3.6 Sponsorship, Scholarships: Provide complete information on any additional financial support through sponsorship or scholarship programs.

3.7 Product Pricing: Provide pricing for all products that would be available under the contract. Pricing must include deposits, and all other costs associated with the product, for example, transportation and packaging. Provide the length of time that pricing will be guaranteed. After the guaranteed commitment, pricing may be adjusted up or down in an amount not to exceed an accepted index (e.g., the food and beverage component of the U.S. Government Consumer Price Index {CPI}) for the appropriate area.

List all available container types, sizes and case counts. Price each category listed by unit size, pack size, unit price, and pack price, in the following order: carbonated; non-carbonated, including bottled waters; juice drinks and juices, and sports drinks. Price energy drinks separately. Use the following example as a pricing format.

Category	Unit Size	Pack Size	Unit Price	Pack Price

Provide analysis of product ingredients/nutrition information. State percentage of juice in each juice or juice drink listed. Note whether juice is made from concentrate.

3.8 Non-cash value contributions: Provide a description of non-cash value contributions to the beverage plan and University programs.

3.9 Equipment, equipment maintenance and replacement programs:

3.9.1 Provide a description of all equipment that would be supplied in the execution of the contract. Describe your equipment delivery program.

3.9.2 Provide information on equipment maintenance and replacement programs including area service support facilities. Describe, in detail, the equipment and parts inventory available to meet emergencies and routine maintenance and repair in support of this contract.

3.10 Sustainability and Recycling Initiatives: Provide information on corporate environmental practices promoting sustainability measures. Describe the type of products or equipment that will be used to enhance or improve the University’s sustainability with the reduction of energy and with the use of recycled products. Include complete energy efficiency information, such as energy-saving products comparable to the VendingMiser®. Include proposals for reducing, reusing and recycling resources, recycling initiatives on campus, disposal of solid waste, and conservation efforts. Submit additional information, if available, with regard to other potential measures to reduce energy consumption in vending machines.

3.11 Reporting: Provided a description of all reporting, including but not limited to commissions and guaranteed revenue payments, and sales and commission by machine/location.

3.12 References: Provide the name, address and phone number for at least three of the bidder's current beverage programs at colleges or universities similar in size and scope to the beverage program required by the University. Use Reference Sheet.

END OF SECTION THREE
SECTION FOUR

4.0 GENERAL TERMS AND CONDITIONS

4.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

4.2 Contract Modification and Amendment: The parties may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the University's Director of Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.

4.3 Contract Term: The effective date of this Contract shall be upon signing, and shall terminate after a five (5) year period, with the option to renew for an additional five (5) years, subject to the terms of the University's standard contract

4.4 Contract Data: The Contractor is required to provide the University with detailed data regarding the contract at the completion of each contract year or upon request of the University. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.

4.5 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, all remaining portions of the contract shall remain valid.

4.6 Non-Waiver of Defaults: Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this contract shall not constitute a waiver of such terms, conditions, or rights.

4.7 Litigation: This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arkansas without reference to its conflicts of laws principles. The Contractor agrees that any claim arising from this contract shall be filed with the Arkansas State Claims Commission.

4.8 Assignment: Neither party of the contract shall assign the contract, or any part thereof, without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

4.9 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, national origin, age, disability, or other factors irrelevant to participation, and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

4.10 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform, and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University, except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

4.11 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with state and federal law, this right to freedom from sexual harassment is defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice.

4.12 Indemnification: Contractor shall indemnify and hold harmless the University and its board of trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorney's fees) arising out of its negligent acts or omissions or the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.

4.13 Force Majeure: If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations of the University shall be interrupted or stopped, performance of this contract, with the exception of the monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

4.14 Smoking and Tobacco-Use Policy: The use of any tobacco products is prohibited everywhere on the University's campus and in any vehicle owned or leased by the University.

4.15 Conflict of Interest: No officer or employee of the University involved in an advisory or decision-making capacity relating to any University purchase, and no member of his or her immediate family, shall have a financial interest or have any beneficial personal interest, either directly or indirectly, in such purchase or any bidder, Contractor, lessor or vendor for such purpose.

4.16 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee notifies the Contractor in writing that any person employed by this contract is unsatisfactory, such person shall no longer be employed in the execution of this contract without the prior written consent of the Contract Administrator.

4.17 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the University Police Department. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling the University Police Department at 501-450-3111.

4.18 License to University Logo: The University shall grant to the Contractor a non-exclusive, non-assignable license to use the University Logo throughout the State of Arkansas, on a royalty free basis, for the purposes of marketing, promotion and advertising beverages covered by the contract. The license gives the Contractor the right to use the University Logo in or on all of the Contractor's advertising, promotional and packaging materials, which include, for purposes of the contract, point-of-sale materials, cans and bottles, (not including cans or bottles associated with a championship event), can/bottle wraps and all other forms of packaging, broadcast, print, electronic and all other forms of media.

Contractor shall submit any of the previously outlined materials and/or activities to the University for approval prior to offering or introducing them to the market.

4.19 Compliance with Laws and Regulations: The Contractor shall comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the Contractor.

The Contractor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of the Contractor's business.

4.20 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

Insurance Type	Coverage Limit
Commercial General Liability: Including Products Liability (Written on an Occurrence-based form)	\$5,000,000 per occurrence or more Bodily Injury and Property Damage)
Vehicle Liability (Including Hired & Non-Owned)	\$5,000,000 per occurrence or more (Bodily Injury and Property Damage)
Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel (In compliance with Applicable State Law)
Crime Insurance (Including employee dishonesty)	\$1,000,000

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying policy plus an umbrella insurance policy. The University of Central Arkansas shall be named as additional insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above shall be filed with the University’s Procurement Department, 201 Donaghey Avenue, Wingo Hall 113, Conway, AR 72035

Certificates of Insurance must be received prior to the date of performance under this contract. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As an additional insured and certificate holder, the University should be included as follows:

The University of Central Arkansas
201 Donaghey Avenue
Conway, AR 72035

It is the responsibility of the Contractor to assure that similar coverage is in place for all persons or companies working for the Contractor. The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University’s discretion.

4.21 Products Liability: The Contractor warrants that the products supplied meet all applicable standards for the health and safety of human consumption as required by law and that they have been and will be, upon delivery, prepared, bottled, canned or packaged without manufacturing or design defect. Any costs associated with the violation of said warranty or requirements, including injury to or illness of consumers, shall be the responsibility of the Contractor.

END OF SECTION FOUR

APPENDICES

APPENDIX A

Athletic Concessions Sales of Dr. Pepper 20 oz.

2021.....	1357 bottles
2022.....	1628 bottles

APPENDIX B

SUMMARY INFORMATION WITH CURRENT COKE CONTRACT

Full Service Machines- 59
Fountain Units- 9
Coolers 31 singles, 21 doubles, 2 countertops
78 Accounts Listed including Aramark
Total Single Serve Volume (All Accounts) **15,523**
Ftn. 1,293
2L/23oz/20oz/18.5oz/16.9oz/12oz -10,969
Total Full Service Volume **3,261**
20oz -3,041
16oz -123
15oz -24
13.7oz -11
12oz -62
Free Product Program-800 cases

APPENDIX C

UCA Fountain Drinks-Cafeteria

Product	Size	2022	2021
Coke Classic	5 Gal	410	295
Diet Coke	5 Gal	180	90
Dr. Pepper	5 Gal	121	
Coke Zero Sugar	2.5 Gal	88	78
Diet Dr. Pepper	2.5 Gal	34	
Sprite	5 Gal	545	355
Barq's Root Beer	2.5 Gal	145	115
Barq's Root Beer	5 Gal	15	0
Cherry Coke	2.5 Gal	170	125
Cherry Coke	5 Gal	15	0
Fanta Orange	2.5 Gal	130	93
Fanta Orange	5 Gal	5	0
Gold Peak Unsweet Tea	2.5 Gal	40	33
Gold Peak Raspberry	2.5 Gal	58	48
Gold Peak Sweet Tea	2.5 Gal	250	230
Powerade Mt Blast	2.5 Gal	843	703
Hi-C Fruit Punch	2.5 Gal	295	220
Hi-C Fruit Punch	5 Gal	15	0
Hi-C Pink Lemonade	2.5 Gal	58	25
Mello Yello	2.5 Gal	60	58
Minute Maid Lemonade	2.5 Gal	283	245
Minute Maid Lemonade	5 Gal	10	0
Orchards Best Apple Juice	2.5 Gal	353	250
Orchards Best Cranberry	2.5 Gal	203	138
Orchards Best Orange	2.5 Gal	278	238
Total		4604	3339

UCA Fountain Drinks-Food Court

Product	Size	2022	2021
Coke Classic	46oz	151	156
Diet Coke	46oz	82	94
Dr. Pepper	46oz	349	296
Coke Zero Sugar	46oz	179	169
Fanta	21oz	117	79
Hi-C	23oz	101	110
Mello Yello	46oz	32	37
Minute Maid Lemonade	34.5oz	182	210
Powerade	23oz	103	118
Seagrams Ginger Ale	46oz	33	33
Sprite	21oz	218	184
Barq's	46oz	107	98
Vitamin Water	11.5oz	57	49
Total		1711	1633

APPENDIX D

UCA Vending Sales by Flavor		
Product	2021	2022
12Z CN 6P_COKE	10	21
12Z CN 6P_DR PEP	24	18
12Z CN 6P_DT COKE	15	14
12Z CN 6P_SPRITE	10	8
13.7Z PT 12LS_DNKN DNTS ORIG ICD COF	13	11
15Z CN 12LS_JAVA MON MN BN	33	24
16Z CN 24LS_FUL THR	1	0
16Z CN 24LS_MON NRG	57	69
16Z CN 24LS_MON NRG ZRO ULTRA	36	47
16Z CN 24LS_NOS NRG	0	2
20Z PT 24LS COKE CHRY	19	39
20Z PT 24LS DR PEP	504	649
20Z PT 24LS FANTA BRY	14	21
20Z PT 24LS FANTA ORG	72	92
20Z PT 24LS MELLO YELLO	82	132
20Z PT 24LS SEAGRAMS GALE	3	9
20Z PT 24LS SH_DR PEP ZRO SGR	0	9
20Z PT 24LS SPRITE ZRO SGR	3	7
20Z PT 24LS_BARQS RTBR	45	37
20Z PT 24LS_COKE	397	460
20Z PT 24LS_COKE CHRY ZRO	6	6
20Z PT 24LS_COKE ZRO SGR	96	105
20Z PT 24LS_DAS	276	348

20Z PT 24LS_DT COKE	190	224
20Z PT 24LS_DT DR PEP	133	133
20Z PT 24LS_MM FRT PNCH NC	4	0
20Z PT 24LS_MMLMND	3	0
20Z PT 24LS_PA FRT PNCH	42	62
20Z PT 24LS_PA GRP	2	1
20Z PT 24LS_PA MTN BRY BLST	148	155
20Z PT 24LS_SMTWTR	28	41
20Z PT 24LS_SPRITE	347	456
20Z PT 8P_HC_PA ZRO FRT PNCH	1	1
20Z PT 8P_HC_PA ZRO MXD BRY	1	1
Total	2,615	3,202

APPENDIX E

UCA Vending Sales by Location		
Location	2021	2022
HUGHES HALL	25	41
STATE HALL STATE HALL	21	34
STATE HALL STATE HALL	22	19
CARMICHAEL COURTYARD OUTSIDE	17	66
HEALTH SCI FLR2 VENDING	24	70
HEALTH SCI FLR1 HEALTH 1ST	5	14
WINGO HALL 20Z	18	17
SCHITCRTL HALL 20Z	20	25
MCALISTER 1	59	79
BENARD HALL	41	65
BENARD HALL EAST	38	45
BENARD HALL WEST 200Z	9	9
BARIDON HALL 1 20Z	75	106
LAUNDRY BARIDON HALL	32	63
SNOW FINE ARTS 20Z	92	138
HARRIN HALL 2ND FLR 20Z	73	52
FARRIS HALL LAUNDRY 20Z	31	32
COB 2 200Z	48	52
COB 1 20Z	42	53
SHORT DENNY	64	23
SHORT DENNY HALL 20Z	71	63
PHYSICAL THERAPY	33	63
MASHBURN HALL 20Z	97	48
LANEY STAIRWELL SOUTH 200Z	38	37
NEW HALL	46	62
CONWAY HALL	30	27
CONWAY HALL EAST 2 20Z	7	19
ARKANSAS HALL	36	51
ARKANSAS HALL	28	45
PHYSICAL PLANT 1 20Z	60	82
PHYSICAL PLANT 2 20Z	109	72
BEAR HALL 1 20Z	103	49
BEAR HALL 2 20Z	94	193

TORREYSON LIB 2	56	38
OLD MAIN BSMNT 20Z	53	86
MCALISTER 2 20Z	4	7
TORREYSON LIB 1 20Z	159	288
STANLEY RUSS CTR 20Z	88	91
DONAGHEY HALL 2ND FL	76	27
STADIUM PARK APTS PARKING LOT	34	60
COLLEGE SQ RETIREMENT	60	62
TORREYSON WEST FL3	33	38
LEWIS SCIENCE CTR 20Z BSMNT	27	52
NEW HALL 1 20Z	97	122
FOOTBALL OFFICE 1ST FLR	59	88
IRBY HALL 1 20Z	32	41
COMPUTER SCIENCE 20Z	5	21
IRBY HALL NORTH 20Z	29	48
THOMPSON HALL SOUTH 20Z	32	64
DOYNE HEALTH SCIENCE	29	37
HOUSING WHSE 20Z	22	9
STUD HEALTH SRVC 200Z	25	20
STADIUM PARK APTS LAUNDRY	49	45
LEWIS SCIENCE	24	35
STUDENT CTR LOBBY STUDENT C	59	57
MCCASTLIN HALL	14	17
HYPER BLDG #1 IN LBY 20Z	20	17
VEND AREA COB 3	20	15
Total	2,614	3,199

APPENDIX F

UCA Beverage Purchase by Auxiliary Services

Product Category	Size	Per Case	Total
Soda	12oz	12	421
Soda	12oz	24	26
Soda	20oz	24	1384
Soda	2L	8	66
Sparkling Water	12oz	8	43
Juice	12oz	24	544
Juice	16oz	24	53
Coffee	12oz	12	62
Coffee	13.75oz	12	123
Protein/Dairy	14oz	12	607
Energy Drink	12oz	12	13
Energy Drink	15.5oz	24	92
Energy Drink	15oz	12	393
Energy Drink	16oz	12	416
Energy Drink	16oz	24	10
Water	12oz	8	264
Water	16.9oz	24	725
Water	1L	12	390
Water	20oz	24	1153
Water	23.7oz	24	233
Sports Drink	12oz	8	22
Sports Drink	16oz	12	1244
Sports Drink	20.2oz	12	105
Sports Drink	12oz	6	59
Sports Drink	20oz	24	866
Tea	16.9oz	12	81
Tea	18.5oz	12	103
Tea	23oz	12	397
Vitamin Water	20oz	12	1100
Total Can/Bottle			10995
Fountain Beverage	2.5G	BIB	1328
Fountain Beverage	5G	BIB	422
Total Fountain			1750

APPENDIX G

Coca-Cola Company Current Financial Package Agreement

Conversion Fees

\$150,000 x 1 year \$150,000.00

Guarantee Commission Royalty

Product	Vend Price	Vend Price	Initial
	Agreement Years One Through Four	Agreement Years Five Through Ten	Commission Rate
12 oz Can KO CSD and Minute Maid Adult Refreshment	\$0.75	\$1.00	30%
15.2 oz. PET Minute Maid Juice To Go	\$1.50	\$1.75	30%
20 oz. PET KO CSD	\$1.50	\$1.75	30%
20 oz. PET Minute Maid Adult Refreshment	\$1.50	\$1.75	30%
20 oz. PET Dasani	\$1.50	\$1.75	30%
20 oz. PET Powerade	\$1.75	\$2.00	30%
20 oz. PET Vitaminwater	\$1.75	\$2.00	30%
16 oz. Can Full Throttle Brands	\$2.50	\$2.75	30%
16 oz. Can NOS	\$2.50	\$2.75	30%
18.5 oz. PET Gold Peak Tea	\$1.75	\$2.00	30%

*Commissions are calculated and paid at the rates set forth above based upon cash collected, after deducting taxes, deposits, recycling fees, other government-mandated fees, communication charges and credit/debit card fees, if any.

Exclusive Beverage Sponsorship Fee

\$100,000.00 x 10 years \$1,000,000.00

Free Product

i. 800 Cases x 10 Years OR

ii. Value \$8,265.00 x 10 years \$82,650.00

Large Countertop Coolers \$1,530.00

Small Single Door Coolers \$17,129.00

Large Single Door Coolers \$36,520.00

Small Double Door Coolers	\$38,792.00
Large Double Door Coolers	\$23,751.00
Triple Door Coolers	\$26,208.00
Large Vending Machines	\$71,060.00
Small Vending Machines	\$96,000.00
Glass Front Vending Machines	\$50,260.00
Multivalve Tea Towers	\$1,700.00
Minute Maid Juice Dispensers	\$8,000.00
8V Ice Bev Combo Fountains	\$17,060.00
Freestyle 9000 Unit	\$15,000.00
Electric Barrels	\$1,600.00
Vending Campus Card Readers	\$30,000.00
Scoreboard	\$25,000.00
Powerade Athletic Kits	\$105,500.00
Miscellaneous (A-Frames, Menu Boards)	\$870.00

APPENDIX H

Coca-Cola Company Exclusive Rights Soft Drink Package Agreement

Signage:

<u>Sport</u>	<u>Location</u>
Soccer Scoreboard	Farris Complex
Basketball Scoreboard	Farris Center
Football Scoreboard	Estes Stadium
Sports Complex	Indoor Recreation & Sports Complex (exterior sign, if available interior sign)

Sponsorship:

- UCA will display a banner provided by Coca-Cola at major sporting events.
- UCA will acknowledge Coca-Cola through verbal and written acknowledgements, including electronic messages in game day football, basketball, baseball and other major sports programs.
- UCA will provide Coca-Cola with a Purple Circle membership including reserved football seats and basketball tickets
- UCA will provide a half page acknowledgement in the football and basketball programs.
 - Official sponsor of UCA athletics.
 - Title non-exclusive sponsorship of UCA Basketball.
 - Title non-exclusive sponsorship of UCA Men's Football.
- One Golf Foursome in each of UCA Athletic Celebrity Golf Tournaments.

**ATTACHMENT 1
SIGNATURE CERTIFICATION PAGE**

RFP Release Date: March 16, 2023
Proposal Due Date and Time: May 3, 2023 at 1:30 p.m.
Contractor Commences Performance: July 1, 2023

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PROCUREMENT OFFICE. **Companies who do not attend the Mandatory Pre-Proposal meeting on April 5, 2023 will not be allowed to submit a proposal.**

Company Name: _____

Name (Type or Print): _____

Title: _____

Address: _____

Telephone Number: _____ Cell Number: _____

E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

**ATTACHMENT 2
REFERENCE SHEET**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive. List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone#		
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone#		
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone#		
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

ATTACHMENT 3
EXCLUSIVE BEVERAGE SERVICES FINANCIAL BID FORM

(Note: Items listed on this Bid Form are in addition to all other financial requirements and obligations outlined in this RFP)

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

% _____

2. MINIMUM ANNUAL GUARANTEE:(The minimum amounts shall be paid to the University as revenue as follows):

i) Guaranteed Annual Minimum: \$ _____

ii) Percent Commission to the University from Gross Revenue over \$ _____ annually:
_____ %

3. ADDITIONAL FINANCIAL INCENTIVES: (Scholarships, etc.)

% _____

**ATTACHMENT 4
UCA Rider**

Any contract or agreement to which the University of Central Arkansas (“UCA”) is a party shall be deemed to have the following provisions incorporated by reference:

(1) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”

(2) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon. UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(3) “The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”