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

REQUEST FOR PROPOSAL AX-24-002

SNACK VENDING MACHINE SERVICES

SOLICITATION INFORMATION			
Bid Number:	**AX-24-002**	Solicitation Issued:	**February 12, 2024**
Description:	**SNACK VENDING MACHINE SERVICES**		

SUBMISSION DEADLINE FOR RESPONSE			
Deadline:	**March 8, 2024**	Bid Opening Time:	**2:00 p.m., Central Time**
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 on or before the bid opening date and time. Proposals received after the designated deadline **shall** be considered late and **shall** be returned to the Vendor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	One (1) hard copy, one (1) digital copy, and one (1) digital redacted copy should be mailed directly to UAFS, Attn: Lance Killough, 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-24-002 SNACK VENDING MACHINE SERVICES**

UAFS PROCUREMENT SERVICES CONTACT INFORMATION			
Issuing Officer:	Lance Killough, Director of Procurement	Phone Number:	479-788-7041
Email Address:	lance.killough@uafs.edu	UAFS Website	https://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 furnishing all equipment, materials, supplies, and labor to provide for the supply and service of Snack Vending Machine Services for the students and staff/faculty at various locations throughout the University of Arkansas at Fort Smith campus.

Proposals shall be in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

This is a rebid of current services. The University has held an exclusive contract with Imperial Vending since 2013 and that contract has reached maturity. UAFS has snack machines throughout campus (see Exhibit for locations). This RFP process will be an open-minded review of all options available to UAFS and is not intended to only satisfy requirements of Arkansas procurement law and contract term limits.

The goal of the University is to enter into an exclusive agreement with a single qualified and reputable Vendor to furnish the items and services stated herein. The main objective is to enter into an agreement and partnership with the successful Vendor for snack vending machine services to enhance current operations and service levels while maximizing financial support to the University.

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope and nature of the opportunity described herein. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

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's 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 in Little Rock, AR. 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 2019 - 6,264
Fall 2020 - 5,887
Fall 2021 - 5,444
Fall 2022 - 5,359
Fall 2023 - 5,514

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

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 snack vending machine services that ensure a high level of revenue to the University while balancing that goal against a competitive marketplace for the products.

CONTRACT TERM

The term of the contract will be up to ten (10) years. The contract term is expected to commence in early 2024 and upon mutual agreement, may continue through the end date of December 31,2033, unless terminated or amended pursuant to the terms of this RFP.

BEST RESPONSE REQUIRED

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

Proposals must demonstrate an understanding of the Vendor's responsibilities and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's overall qualifications.

MINIMUM EXPECTATIONS

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

CURRENT VENDING OPERATIONS

The University has snack vending machines throughout the campus.

See Exhibit A for number and locations of the machines.

Beverage vending is not part of this Request for Proposal.

VENDOR'S RESPONSIBILITIES
SECTION 3

A. GENERAL AGREEMENT REQUIREMENTS

1. The University of Arkansas at Fort Smith is looking for a Snack Vending Machine Vendor to furnish all equipment, materials, supplies, and labor to provide for the supply and service of Snack Vending Services for the students and staff/faculty at various locations throughout the UAFS campus.

2. The University is looking for a Vendor who will provide such services and be willing to share in the profits from the venture.

3. Vendor must specify and describe vending commissions, charges, costs and the types of discounts or cost benefits being offered to the University and any other financial incentives for consideration.

4. Vending commissions must be based off gross sales less the sales tax paid to the state by the Vendor. If the Vendor offers varying commission rates per product type, then the Vendor must clearly state the rate structure and the rationale behind it.

5. This Request for Proposal is to award an exclusive snack vending machine agreement to provide snack vending services on the UAFS campus. Said agreement shall provide for the installation and maintenance of snack vending machine equipment at the sole cost of the successful Vendor.

6. The firm or individual must provide excellent service to the University and have an outstanding reputation in their field. The contract will be awarded to the Vendor who best satisfies all the needs of the University at optimum revenue and service performance.

B. PRODUCTS OFFERED

1. The snack Vendor will provide a variety of snacks, including traditional items and healthy option snacks. Snacks include chips, candy, pastries, and gum. The items that will be dispensed shall be determined by what is proven to result in the highest sales at a particular location based on actual and projected customer demand. Once the University has approved the initial product line offered, the Vendor will be allowed to add or delete products with prior written approval from UAFS. The University reserves the right to request that a product be replaced or removed at any time.

2. The Vendor will provide high quality, fresh merchandise.

3. The Vendor must mark and visibly display all perishable food products with an expiration date and must immediately replace all such products that have expired.

4. In the future, UAFS may wish to expand the product availability on campus. Please address any other items you have available through vending, i.e. cold food, hot drink, ice cream, etc.

5. This scope of work does not include cold beverages, sodas, or water. UAFS has an exclusive pouring rights agreement with Coca-Cola Bottling Co. of Fort Smith.

C. EQUIPMENT

1. The Vendor shall furnish and install high quality vending machines and all related equipment. The machines shall be modern, of the latest mechanical/electronic technology and be in new or near new condition. Any replacements or additions of vending machines during the contract term must also be new or like new. At no time during the contract term will any vending machine on the UAFS campus be older than five (5) years. Preference will be given to machines that are equipped with energy saving devices.

2. All machines shall show the Vendor's name, local service telephone number for reporting of machine malfunctions and the person or office within the Vendor's organization responsible for refunds. In addition, for identification purposes, each machine shall have serial or ID numbers that are visible and easily located.

3. Installation, service and removal of vending machines and related equipment shall be the sole responsibility of the Vendor at no additional cost to UAFS.

4. Vendor shall assume all risk and responsibility for any loss, destruction, or damage occurring to the machines or other vending equipment. In the event of any loss due to theft, fire, accident, disruption of utility services, vandalism, spoilage, or other similar causes from said machines, the loss shall be borne by the Vendor. Machines provided shall be equipped with anti-theft technology.

5. 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 the 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.

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

7. Any signage, logo, promotions, promotional material, or anything that UAFS may construe as advertising must be approved by the University before distribution or placement.

8. Vendor will coordinate the installation of any new machines with the Contract Administrator and the Director of Plant Operations.

D. MECHANICAL SERVICE & MACHINE MALFUNCTIONS

Vendor shall provide machine maintenance and repair service between the hours of 8:00 a.m. and 5:00 p.m., excluding weekends and holidays. Generally, UAFS expects that service calls will be responded to within four (4) hours after notification of need during the period of 7:00 am and 4:00 pm on business days. Preventative maintenance and repair of vending machines and related equipment shall be the responsibility of the Vendor in terms of expense and response time. The Vendor will conduct routine service and inspection of machines, as required and posted on the front of the machine to always maintain uninterrupted service. Vendor shall maintain a log of all inquiries.

E. CUSTOMER CASH REFUNDS

With cooperation from the University, Vendor shall be responsible for handling customer cash refunds. A label on each machine, or a sign prominently displayed at each machine location, containing clear and concise instructions as to the procedure for obtaining cash refunds shall be provided by Vendor. In addition, the Vendor shall reimburse the University for any cash refunds that UAFS has paid to customers, due to empty, jammed or otherwise inoperable machines. Upon request, Vendor will set up an on-site refund till at the Cashier's Window, Smith- Pendergraft Campus Center.

F. VENDING MACHINE STOCKING

1. To maximize the potential of each location, machines provided must be of adequate size and capacity to always maintain full and uninterrupted service.

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

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

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

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

G. PERSONNEL REQUIREMENTS

1. Vendor shall provide the necessary trained personnel, satisfactory to the University, to adequately stock, service, and repair all machines daily or as needed. Trained, qualified personnel identified by a clearly marked and openly displayed company insignia and/or uniform will perform all service. In addition, all such persons shall carry company issued photo identification and shall present such documents to anyone on request.

2. 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 regards to the employment of minors.

H. REMOVAL OF VENDING MACHINES

The Vendor may not remove any machine due to low volume sales unless prior written approval is granted by the Contract Administrator.

I. COMMISSION CHECKS

Checks should be mailed monthly to UAFS, Accounts Receivable, P.O. Box 3649, Fort Smith, AR 72913.

J. 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.

K. TYPES OF INSURANCE COVERAGE

The successful Vendor shall purchase and maintain such insurance as will protect the Vendor from claims set forth which may arise out of or result from the Vendor's operation under this contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor or by anyone who may be held liable for their own actions.

• 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.

ANTICIPATED SCHEDULE OF EVENTS
Section 4

ID	Event Description	Date
1	Release of RFP	February 12, 2014
2	Pre-proposal site visit	Before February 23, 2014
3	Questions from bidders due	February 26, 2024; 4pm CST
4	Answers to questions posted*	March 1, 2014
5	RFP response deadline	March 8, 2014; 2pm CST
6	Evaluation complete*	March 15, 2014
7	Notice of intent to award*	March 20, 2014
8	Contract negotiations*	April 2014
9	Contract commences*	May 1, 2014

*Anticipated Dates

EVALUATION PROCESS & BASIS OF AWARD
SECTION 5

An Evaluation Committee will evaluate and score qualifying proposals. All submittals are to be complete; partial submittals will not be accepted. A complete submittal is defined as one which is responsive to all the components in each section specified in the RFP. The University is under no obligation to contact applicants for clarification but reserves the right to do so.

The contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth and the discussions conducted with responsible Vendors. No other factors or criteria shall be used in the evaluation.

A Vendor will be selected based on the proposal submitted which best suits the interests of the University after all factors are considered. Factors considered will include, but are not limited to, cost, services offered, quality, experience, past history, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items and the decision of the administration as approved by the University of Arkansas Board of Trustees is final. The University reserves the right to reject any and all proposals, or parts thereof, and to waive informalities in proposals received. The University shall be free to accept whichever submittal it deems most advantageous.

Vendors shall be cautioned not to minimize the importance of an adequate response, although a particular category may carry less weight than other areas.

Bid Evaluation

The contract will be awarded to the Vendor with the highest cost per quality point based upon the following. This section should constitute the major portion of the proposal. Point values have been assigned to the various subsections/criteria for evaluation purposes, and total 100 points. Points awarded in any category are the sole determination of the University of Arkansas at Fort Smith.

Evaluation Criteria / Points	**Maximum Points Possible**
Commission Paid to UAFS	35
Experience & Service	20
Types of Vending Machine Equipment	15
Product Pricing	15
Varied Product Offerings	15
Maximum Possible Grand Total Score	**100**

PROPOSAL INSTRUCTIONS
SECTION 6

A. PROPOSAL INSTRUCTIONS

1. Opening Date and Time: All proposals must be received no later than 2:00 p.m. Central time on March 8, 2024. At this time respondents to this RFP will be publicly identified and review and evaluation of the proposals will commence. The opening location will be the Fullerton Administration Building, Rm 226, at 5300 Grand Avenue, Fort Smith, AR. Hand delivered, sealed proposals will be accepted until this date and time.

Proposals sent by USPS should be addressed to:

Lance Killough
Director of Procurement
University of Arkansas - Fort Smith
P.O. Box 3649
Fort Smith, AR 72913-3649

Proposals sent by courier should be addressed to:

5210 Grand Avenue
Fort Smith, AR 72903

Late responses, responses en route, or those left at locations other than the Office of Procurement by special carrier will not be considered if they are not in the Office of Procurement by or before the time indicated on the front of this RFP document as Proposal Opening Date and Time.

Telephone and/or FAX responses to this RFP will not be accepted.

Proposal openings will be conducted open to the public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any Vendor as to quality or provisions.

2. PROPOSAL FORMAT To simplify the University's task of evaluating all of the proposals, we ask that you attach a cover letter and submit your responses directly on a copy of this bid document, being careful to answer all questions and supply all required documentation. Letters of reference and/or brochures will be welcomed but should be kept to a minimum. Failure to adhere to this format or to omit any of the information that is required will result in your firm's proposal being disqualified.

3. INQUIRIES, CLARIFICATIONS, AND INTERPRETATIONS Responses to inquiries which directly affect an interpretation, clarification, or change to this RFP will be issued by addendum and emailed or faxed to all parties recorded by the University as having received a copy of the RFP. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the proposer shall consider and acknowledge receipt of such **in** their response. Only replies from the UAFS Office of Procurement to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

All questions concerning this RFP should be in written form, reference proposal number RFP #AX-24 002 in the subject line, and directed to the UAFS Director of Procurement Services:

Lance Killough, Director of Procurement Services
Email: lance.killough@uafs.edu

Vendors are advised to read all information provided, supply all information requested, and note any variance to these specifications in written form with the submission of their response.

B. EXAMINATION AND INSPECTION OF SITE

It is suggested that Contractors carefully examine the general conditions of the facilities and proposal specifications as to all matters which can in any way affect the cost, and to become familiar with phases of the work described therein.

Submitting a proposal shall constitute full evidence that the Contractor is familiar with the site and is fully aware of the conditions under which work will be conducted.

C. TERMS AND CONDITIONS

The Standard Terms and Conditions (see below) and the Official Signature Document (page 14) of the RFP shall govern any contract issued as a result of the RFP. Additional or attached terms and conditions, which are determined to be unacceptable to the University, may result in the disqualification of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies.

UAFS Procurement Services Terms & Conditions may be found at https://uafs.edu/about/offices-and-services/finance-and-administration/procurement/terms.php

D. PROPOSAL GUARANTEE

All proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal opening date.

E. CAUTIONS TO PROPOSERS

State law requires that the proposal be submitted no later than the date and time specified in this RFP. Those mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals to the issuing office. Any proposal received after the scheduled opening date and time will be immediately disqualified.

Proposal must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

F. ADDENDA

Any addenda issued during the proposal period will be incorporated into the resulting contract.

QUESTIONS TO VENDORS
SECTION 7

1. COMMISSION PAID TO UAFS

State your proposed monthly commission (percentage of products sold) to be paid to UAFS.

2. TYPES OF VENDING MACHINE EQUIPMENT

List the types of vending machine equipment you propose to provide.

Are you able to provide snack vending machines that can simultaneously handle a dollar bill validator, coin mechanism and a credit/debit card reader?

What do you see as the pros and cons of cashless vending machine solutions?

3. PRODUCT PRICING

List the amount to be charged to the public for the different snacks to be dispensed.

4. VARIED PRODUCT OFFERINGS

Submit a listing of the brand name products you propose for this RFP.

Please address any other items you have available through vending, i.e. cold food, hot drink, ice cream, etc. that are not addressed in this RFP.

5. EXPERIENCE & SERVICE

Address your company's experience in providing snack vending services, especially for a firm or school the size of UAFS. Additionally, address your company's proven record of providing excellent service to its customers.

BID SIGNATURE PAGE

AX-24-002 SNACK VENDING MACHINE SERVICES

The undersigned affirms they are duly authorized to execute any resulting 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 the University of Arkansas at Fort Smith prior to the official review of this bid.

RECEIPT OF THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED (LIST ALL / ANY ADDENDA)	CONFIRMATION OF REDACTED COPY
ADDENDUM NO. _____ ADDENDUM NO. _____ ADDENDUM NO. _____	☐ YES, a redacted copy of submission documents is enclosed. ☐ NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

MINORITY AND WOMEN-OWNED DESIGNATION

☐ Not Applicable	☐ American Indian	☐ Service-Disabled Veteran
☐ African American	☐ Hispanic American	☐ Women-Owned
☐ Asian American	☐ Pacific Islander American	

Pursuant to Arkansas law, a Vendor must submit the below certifications prior to entering into a contract with a public entity for an amount as designated by the applicable laws.

1. **Israel Boycott Restriction**: For contracts valued at $1,000 or greater. 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 a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction**: For contracts exceeding $25,000. No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction**: For contracts valued at, or exceeding, $75,000. 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 an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.

By signing this form, the contractor agrees and certifies that it does not, and shall not for the remaining aggregate term of the contract, participate in the activities checked below:

☐ Do not boycott Israel.
☐ Do not employ illegal immigrants.
☐ Do not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.

Name of Vendor/Contractor	

_____ _____
Contractor Signature Date

Exhibit A
Snack Machine Locations

Building	Machines
51st Street Annex	1
Baldor Technology Center	2
Boreham Library (24 Hr Zone)	1
Breedlove Auditorium	1
Echols	1
Flanders-Business and Industrial Institute 1st Floor	2
Gardner	1
Lion's Den North	1
Lion's Den South	1
Math-Science 2nd Floor	1
Math-Science 3rd Floor	1
Pendergraft Health-Sciences Center	1
Plant Operations	1
Recreation and Wellness Center (RAWC)	1
Smith_Pendergraft Campus Center 1st Floor	1
Stubblefield Center	1
Vines 1st Floor	1
Windgate Art & Design 2nd Floor	1
3rd Floor	1
Total Snack Machines	**21**