



**STATE OF ARKANSAS**  
**University of Arkansas at Monticello**  
 346 University Drive  
 Monticello, Arkansas 71656

**REQUEST FOR PROPOSAL**  
**SOLICITATION DOCUMENT**

**SOLICITATION INFORMATION**

Solicitation Number:	AA252601	Solicitation Issued:	03/16/2026
Description:	Exclusive Beverage Pouring Rights for the University of Arkansas (UAM)		
Agency:	Board of Trustees (the "Board") of the University of Arkansas for the University of Arkansas at Monticello (the "University" or "UAM")		

**RESPONSE DUE DATE**

Proposal Response Due Date:	April 24, 2026	Time:	3:00 p.m., Central Time
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Proposal submissions for this Request for Proposals **must** be delivered to the Procurement Office on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Bid Openings.

**DELIVERY OF RESPONSE DOCUMENTS**

Delivery Address and RFP Opening Location	Finance and Administration Office of Procurement 346 University Drive Administration Building, Room 101-A Monticello, AR 71656 Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Proposal's Outer Packaging	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <ul style="list-style-type: none"> <li>• Solicitation number</li> <li>• Date and time of bid opening</li> <li>• Prospective Contractor's name and return address</li> </ul>

**DEPARTMENT NAME CONTACT INFORMATION**

Department Buyer:	Thomas Lafever	Buyer's Direct Phone Number:	870-460-1722
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Email Address:	<a href="mailto:lafever@uamont.edu">lafever@uamont.edu</a>	Department Main Number:	870-460-1022
Department Website:	<a href="https://www.uamont.edu/Fin-Admin/purchasing.html">https://www.uamont.edu/Fin-Admin/purchasing.html</a>		

## SECTION 1 – INFORMATION AND INSTRUCTIONS

### 1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the University of Arkansas at Monticello (UAM) for the Office of Procurement to obtain pricing and a contract(s) for exclusive beverage pouring rights.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the RFP.

### 1.2 LIVE PROPOSAL OPENING

Please attend the proposal opening in person if desired. The sealed proposals will be opened publicly at University of Arkansas at Monticello, Administration Building Suite 101 Monticello, AR 71656 at 3:00 pm on April 24, 2026.

### 1.3 OBJECTIVE AND GOALS

The University of Arkansas at Monticello will consider proposals for the exclusive beverage pouring rights on the Monticello campus in the best interest of the University. The RFP is only for the Monticello campus and is not applicable to the Crossett and McGehee locations.

### BACKGROUND AND CURRENT ENVIRONMENT

The Monticello location provides undergraduate, graduate, and doctoral degree programs to residential and commuting students. The University's current enrollment is approximately 3,100 students, including enrollment at the technical campuses in Crossett and McGehee. The number of students residing on the Monticello campus during Fall 2024 semester was 475 students while the Spring 2025 semester had 412 - students in the residence halls. The University employs approximately 400 on the Monticello campus.

### 1.4 TYPE OF CONTRACT

- A. As a result of this RFP, the university intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is July 1, 2026, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and the university, the contract may be renewed for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### 1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this Solicitation.
- C. The terms “Request for Proposal,” “RFP,” and “Solicitation” are used synonymously in this document.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Responsive Proposal” means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- F. “Shall” and “must” mean the imperative and are used to identify Requirements.
- G. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

### 1.6 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (\*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

**TABLE A: TENTATIVE SOLICITATION SCHEDULE**

ACTIVITY	DATE
RFP Release to Prospective Contractors	March 16, 2026
Deadline for Prospective Contractor Questions	March 30, 2026, 4:30 p.m
Answers to Questions Posted to Website Location	April 3, 2026
Proposal Due Date	April 24, 2026, 3:00 p.m
Committee Evaluations Period	April 27 – May 1, 2026
Post Anticipation to Award*	May 4, 2026
Award Contract*	May 18, 2026

### 1.7 CLARIFICATION OF SOLICITATION

- A. Submit questions requesting clarification of information contained in this Solicitation via email to the Buyer on page one (1) of the RFP by the date and time listed in Table A.

1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting by the close of business on the date provided Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a complaint, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by the university will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the university.
- E. Only an addendum written and authorized by the State will modify the Solicitation.

## 1.8 RESPONSE DOCUMENTS

### A. Original *Technical Proposal Packet*

1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
2. The following items are proposal submission requirements and **must** be submitted as a hardcopy part of a Prospective Contractor's proposal response.
  - a. Original signed *Proposal Signature Page*. Signature may be ink or digital.
  - b. One original hardcopy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.
  - c. One original hardcopy of the completed *Official Solicitation Price Sheet*.
    - i. Include a sealed envelope with the cost information, clearly labeled "Cost Proposal" with the material mentioned above. **Vendors who fail to submit a cost separately will be considered non-responsive.**
    - ii. Pricing **must** be proposed in U.S. dollars and cents.

- iii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit unit price on the estimated quantity and unit of measure specified.
    - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the university quantities ordered at no more than the submitted price.
  - iv. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the proposal opening time.
  - v. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly.
    - A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
  - vi. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.
  - vii. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the Pricing Response
  - viii. State law requires that the proposal be submitted no later than the date and time specified in this RFP. Vendors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the above office.
  - ix. Any proposals received after the publicly scheduled opening date and time will be immediately disqualified. Prior to the RFP award, all proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal submission deadline (opening date).
- d. *Proposed Subcontractors Form* (see SRV-1, section 14)
  - e. Copy of Prospective Contractor's *Equal Opportunity Policy*.
    - i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.
    - ii. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.

3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
    - a. *EO 98-04: Contract and Grant Disclosure Form.*
    - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
  4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. Additional copies
1. In addition to the original *Technical Proposal Packet*, the following items should be submitted:
    - a. Five (5) complete hardcopies (marked "COPY") of the *Technical Proposal Packet*.
    - b. One (1) electronic copy of the *Technical Proposal Packet*.
    - c. One (1) electronic copy of the *Official Solicitation Price Sheet*.
    - d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
  2. Electronic copies should be submitted on flash drives and in PDF format.
  3. All additional hardcopies and electronic copies **must** be identical to the original hardcopy.
    - a. In case of a discrepancy, the original hardcopy governs.
  4. If the university requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
- C. Prospective Contractors should not alter language in Solicitation document(s) or *Official Proposal Price Sheet* provided by the State.
- D. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
- E. Prospective Contractors may submit multiple proposals.
- F. Proposals may be withdrawn by written notice by the Vendor's authorized representative at anytime prior to the date set for the RFP opening.

## **SECTION 2 – REQUIREMENTS**

### **2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS**

- A. The Prospective Contractor **shall** have the following qualifications:
  - a. At minimum distributes and/or promotes beverage through the following operations:
    - i. **University Center Cafeteria**

- ii. **Vending Machines (Campus-wide)**
- iii. **Athletic Facilities**
- iv. **Starbucks We Proudly Serve**
- v. **University Bookstore**
- vi. **Chick-fil-A**

## 2.2 GENERAL REQUIREMENTS

- A. The Contractor **shall** make all beverages made available to the University in packages and pursuant to specifications reasonably requested by the University. The proposal shall identify all beverages sold or distributed by the beverage supply company, including all specifications that fully describe the portion size, packaging, and dispensing capability in concentration (if applicable) of each beverage. The proposal should include a complete listing of all syrup and concentrate flavors offered by the beverage supply company.
- B. Equipment Requirements
  - The beverage supply partner will be required to supply, install, service, and maintain all vending, fountain, display, and other equipment used to sell or display beverages, at no cost to the University. The supplier will submit in writing to the appropriate University representative requests for the relocation, addition, or removal of vending machine equipment, prior to any such changes being made.
  - The University will assume no liability for damage to the equipment from fire, theft, vandalism, or other cause. The University, however, will use reasonable precautions to protect the supplier's equipment.
  - If any type of equipment provided by the successful supplier will not fit into existing areas, any modifications (i.e., new counters, etc.) will be made at the supplier's expense. Proposed renovations must be approved in writing by the University's Department of Planning, Facilities, and Construction.
  - Appearance of all equipment provided will be aesthetically appealing, as determined by the University.
- C. Equipment Maintenance Requirements
  - The supplier will include in the proposal a plan for regular maintenance of all equipment, including vending equipment and the cleaning and flushing of post-mix and premix beverage equipment. The supplier will be responsible for reimbursing the University for loss of sales and/or additional costs incurred due to equipment breakdown or inability to meet delivery requirements as referenced in this RFP
- D. Current Equipment
  - The campus currently has 18 - 20 oz. cold vending outlets.
  - The University does not require that all buildings that contain multiple cold beverage vending machines maintain the present number except where the machines are located on different floors. Any additional buildings that the University builds or otherwise acquires will have vending machines added at the University's request at the Vendor's expense.

- E. Service
  - The beverage supply partner shall provide 24-hour service and repair of all vending and fountain equipment within 24 hours, 7 days a week, at no cost to the University. However, with respect to any and all university operations providing 3 meals per day, repair of fountain equipment must occur before the next scheduled meal service.
- F. Beverage Program Marketing Support
  - The University recognizes the importance of timely and effective marketing to promote the sale of beverages on campus. These efforts are intended to support the sale of beverages on campus through all distribution channels (i.e., food service, retail, vending, athletic facilities, etc.). The Plan should include suggested strategies for the development and implementation of marketing initiatives.
- G. Cost of Product
  - The proposal must identify a pricing structure for all beverages sold, distributed, or otherwise offered by the respondent that best supports the Pouring Rights Program objectives. The proposal should include specific pricing commitments and incentives.
  - Pricing commitments are made without regard to which of the University operations or communities may provide or sell the beverages.
  - The proposal should identify the beverage category, package size, and case count (if applicable), and cost of each product offered by the respondent. The cost schedule should be provided in sufficient detail to identify costs of all products and any volume incentive.

## **SECTION 3 – SELECTION**

### **3.1 SELECTION PROCESS**

- A. The Department will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* will be rejected and will not be evaluated.
- B. A Department-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - 1. Members of the Evaluation Committee (Evaluators) will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the scoring description in *Table C: Scoring Table*.

**TABLE C: SCORING TABLE**

<b>QUALITY RATING</b>	<b>QUALITY OF RESPONSE</b>	<b>DESCRIPTION</b>	<b>CONFIDENCE IN PROPOSED APPROACH</b>
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

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

**3.2 SELECTION METHODOLOGY**

- A. A University appointed evaluation committee will perform a technical evaluation of submittals received as a result of the RFP. All submittals are to be complete; partial submittals will not be accepted. A complete submittal is one that is responsive to all the components in each section specified in the RFP. The University is under no obligation to contact applicants for clarification or incomplete information, but reserves the right to do so. The

contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

- B. Interested parties who submit a proposal in response to this RFP may be required to give an oral presentation to the University evaluation committee. This presentation will provide the opportunity for the contractor to clarify or elaborate on his/her proposal, but will not in any way change the submitting party's original proposal. The University's Procurement Manager will schedule the time and location of these presentations, if required.

**3.3 TECHNICAL PROPOSAL SCORE**

- A. The *Information for Evaluation* section has been divided into subsections.
1. In each subsection, items/questions have been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.
  2. The Department has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible
E.1 Total Economic value a. Product cost b. Vending commission c. Exclusive rights compensation d. Athletic amenities	40
E.2 Quality of the program a. Campus acceptance of product lines b. Reliable, state-of-the-art equipment c. Ability to meet demand and delivery needs and plan for routine and emergency delivery, service, and maintenance	20
E.3 Firm's reputation and stability a. Company history b. Relevant experience, qualifications, and success with programs of this type c. Resources available d. Quality of references	20
E.4 Contract administration, communication, and reporting plan a. Plan for successful program implementation and continuous performance b. Accurate, thorough, and user-friendly reporting tools and controls	20
<b>Total Technical Score</b>	<b>100</b>

- A. ORAL PRESENTATION OR DEMONSTRATION SCORE The Prospective Contractors will be contacted to schedule an oral presentation or demonstration.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the *Post-Presentation* or *Post-Demonstration* score sheets.
- C. After each oral presentation or demonstration is complete, the Evaluators will have the opportunity to discuss the oral presentation or demonstration and revise their individual scores on the *Post-Presentation* or *Post-Demonstration Consensus Score Sheet* based on the information provided during the oral presentation or demonstration.
- D. The final individual scores of the Evaluators on the *Post-Presentation* or *Post-Demonstration Consensus Score Sheets* will be averaged to determine the final Technical Score for each proposal.

**3.4 GRAND TOTAL SCORE**

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

	<b>MAXIMUM POINTS POSSIBLE</b>
Technical Proposal	60
<b>Maximum Possible Grand Total Score</b>	<b>100</b>

**3.5 DISCUSSIONS**

- A. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.
- B. The Department reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Arkansas Code Annotate § 19-61-506 and Office of State Procurement rules.
- C. After initial evaluation, the Department may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
  - 1. Cost will be considered as a consideration in establishing this range.

### 3.6 ANTICIPATION TO AWARD

- A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the Solicitation posting website by the date and time listed in Table A.
  - a. It is the responsibility of Prospective Contractors to check the website for the posting of an anticipated award.
- B. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- C. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

### 3.7 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

## SECTION 4 – SOLICITATION TERMS AND CONDITIONS

### 4.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).
  - 1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
  - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:
  - 1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
    - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
  - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.

- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The State will not pay costs incurred in the preparation of a proposal.

#### 4.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting [vendor.ark.org](http://vendor.ark.org) and clicking the *Start Here* button.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State's authorized VISA Procurement Card (p-card).
  - 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
  - 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
  - 3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. The Contractor should be able to accept the State's p-card as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- D. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
  - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
  - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- E. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).

- F. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
1. Remain property of the State.
  2. Be kept confidential as permitted or required by law.
  3. Be used only as expressly authorized.
  4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
    - a. The Contractor **shall** properly identify items being returned.
- G. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
  2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
  3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.
- H. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- I. This RFP incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)) or *Standard Commodities Contract Template* (found [here](#)).
1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- J. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.
- K. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

#### **4.3 PROPRIETARY INFORMATION**

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- H. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

### **SECTION 5 – INSURANCE**

The Vendor shall procure and maintain, at Vendor's own expense, the following insurance coverage for the period of the contract:

- A. Commercial General Liability, including Products Liability, with no less than \$1,000,000/\$2,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage liability.

- B. Comprehensive Automobile Liability: No less than \$1,000,000 combined single limit coverage for bodily injury and property damage. This policy shall cover any vehicle being used in the management, operation, or delivery for the operation.
- C. Property Insurance on property owned by the Vendor. Policy should provide "all risk" coverage in the amount of the value of the Vendor's property, including inventory, as is located on the University's premises.
- D. Umbrella Policy: \$5,000,000 Limit of Liability per occurrence. This limit may be reduced by the amount that the comprehensive general liability exceeds \$1,000,000, to a minimum limit of \$2,000,000.
- E. Workers' Compensation Insurance coverage shall be maintained during the contract period, by the Vendor, as prescribed by Arkansas statutory law.
- F. Unemployment Compensation Insurance shall be maintained by the Vendor as prescribed by Arkansas statutory law.

Prior to the beginning of each contract period, the Vendor shall furnish certificates to the University showing that such insurance is in effect. The protection afforded under the policies will not be canceled or reduced until at least thirty (30) days after written notice is received by the University from the insurance company or agent. The liability policy(ies) must name the Board of Trustees of the University of Arkansas Acting for and on Behalf of the University of Arkansas at Monticello as additional insureds for the beverage pouring operations. The insurance company provider must have an A.M. Best rating of A+ VIII.

## **SECTION 6 – EXCLUSIVE RIGHTS**

In addition to its commitment to increase the value of the Pouring Rights Program through the increased sale of beverages, the University recognizes the financial benefit of providing Pouring Rights Program opportunities to one, exclusive beverage supply partner. In consideration of this exclusive commitment, the University requests appropriate compensation. Proposals must specify the amount, form, and term of compensation for this commitment and any additional compensation that may be available to the University upon the exercise of the option to continue the Pouring Rights Program beyond the initial contract term.

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

The University is willing to provide the beverage supply partner with the following:

- 1) Exclusive beverage pouring rights in university dining and athletic facilities.

- 2) Exclusive beverage signage rights in all athletics and intramural venues (to include temporary and/or permanent signage).
- 3) Product and logo identification on cups and dispensing equipment.
- 4) Exclusive beverage vending presence in all athletics and intramural facilities and in all other University vending locations. Vending includes all soft drinks, juice, and water, including isotonic beverages.
- 5) Use of the University's Department of Athletics names, symbols, emblems, designs, colors, uniforms, and logos (the "Marks") on and off grounds after obtaining written approval from appropriate UAM representatives.

EXCEPTIONS: If the beverage supply partner is not able to provide a specified product, the University reserves the right to purchase the product from an alternative source. The Pouring Rights Program does not apply to catered events not held on university property.

## **SECTION 7 – AWARD OF CONTRACT**

### **7.01 NOTIFICATION OF AWARD**

- A. The University will provide written notification by certified mail of the University's intent to award the contract to the successful Vendor.

### **7.02 NOTIFICATION TO UNSUCCESSFUL VENDORS**

- B. The University will provide written notification to unsuccessful Vendors that submitted proposals.