

*HENDERSON STATE UNIVERSITY
ARKADELPHIA, ARKANSAS*

*REQUEST FOR PROPOSAL
RFP #20-20*

*HSU
BEVERAGE SERVICE*

VENDOR LETTER OF INTENT TO BID FORM

Beverage Services 20-20

We are pleased to submit a proposal on HSU Request for Proposal #20-20 scheduled to open **JANUARY 20, 2021 at 2PM.**

COMPANY: _____

REPRESENTATIVE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

AUTHORIZED

SIGNATURE: _____

DATE: _____

THIS LETTER OF INTENT MAY BE EMAILED TO jonest@hsu.edu

Please email any written questions to jonest@hsu.edu. Please include "20-20 Beverage Service" in the subject line.

20-20 Beverage Services

1.0 INTRODUCTION:

Henderson State University (HSU), an Agency of the State of Arkansas, plans to acquire a contract for Beverage Services to be utilized by the entire campus.

HSU intends to contract with a single beverage company for exclusive pouring rights for beverages served and sold on HSU campus. The chosen beverage supplier will supply all beverage products for all locations and distribution channels, including the Dining Hall, Chick-fil-a, The Reddie Grill and sport concessions and vending machines.

The beverage companies responding to this RFP are encouraged to determine new avenues of sales to increase volume and impact of services provided.

1.1 BACKGROUND:

Founded in 1890, Henderson State University is a comprehensive institution of higher education serving the State of Arkansas, particularly the south Arkansas region, and portions of surrounding states. Known as “The School with a Heart,” Henderson State’s fall enrollment averages 3,000 undergraduate students and 500 graduate students. Henderson offers 80 majors and programs in areas ranging from the Arts and Sciences to Business, Education, Nursing and Aviation. Graduate degrees include a Master of Art in Teaching, Master of Business Administration, Master of Liberal Arts, Master of Science, Master of Science in Education, and Master of Science in Nursing, as well as the post-Master Education Specialist degree.

On October 24, 2019, the Henderson State University Board of Trustees voted to join the Arkansas State University System, approving a merger agreement and transition plan on November 21, 2019. The merger agreement instituted an interim management process with Henderson’s chancellor reporting to the ASU System president. The ASU System Board approved the merger on December 6, 2019.

Pending approval by the Higher Learning Commission, Henderson is on track to become the second four-year institution in the Arkansas State University System effective January 1, 2021. This move brings strength to both institutions as Henderson becomes part of a financially stable and growing system and the Arkansas State University System gains a member that expands its geographic reach and advocacy. Henderson State University will retain its name and existing branding as part of the merger agreement.

Despite recent challenges, Henderson is well positioned to continue its 130-year educational mission as a member of the Arkansas State University System. Henderson has an amazing legacy and continues to provide opportunities for students—almost half of whom are first-generation college students—to earn a degree and change the trajectory of their lives.

Henderson’s enrollment declined in Fall 2020 after consecutive years of growth. Factors for this decline may include negative publicity related to the university’s recent financial challenges and the uncertainties surrounding COVID-19.

1.2 EMERGENCY DRINKING WATER OPTION:

The chosen beverage supplier may also be given the opportunity to meet HSU’s emergency drinking water needs provided that the beverage supplier can meet other providers’ price and packaging requirements for this supply. The chosen beverage supplier may be asked to meet part but not all of each facility’s emergency drinking water supply. All decisions dealing with HSU’s emergency drinking water needs are subject to approval by HSU.

1.3 ISSUING AGENCY:

This Request for Proposal (RFP) is issued for Henderson State University by the HSU Purchasing Department. The issuing department is the **SOLE POINT** of contact for the HSU for the selection process. Vendor questions regarding RFP related matters must be addressed to Tim Jones, Director of Purchasing, via e-mail address jonest@hsu.edu. **Please indicate "20-20" – Beverage Services" in the subject line.**

1.4 CAUTION TO BIDDERS:

HSU reserves the right to accept or reject in part or its entirety, any bid received as a result of this RFP if it is in the best interest of HSU to do so. Bids may be rejected for one or more, but not limited to, the following reasons:

- A. Failure of the bidder to adhere to one or more of the provisions established in this RFP.
- B. Failure of the bidder to submit their bid in the format specified in Section 1.7 Bid Format.
- C. Failure of the bidder to submit bid(s) on or before the deadline established by the HSU Purchasing Department and stated on the bid cover sheet.
- D. Failure of the bidder to adhere to generally acceptable ethical and professional principles during the bidding and selection process.
- E. Failure to adhere to Section 1.4 Issuing Agency, pertaining to contacting HSU after bid opening.
- F. Failure of the bidder to respond to a request for oral or written demonstrations or presentations.
- G. Failure of the bidder to comply with the intent of any statement in this document which has the word, "must", "should", or "shall" in it.
- H. Failure of the bidder to have an authorizing officer sign the bid.

1.6 CONDITIONS AND TERMS OF BID:

If the bidder submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this invitation, the bidder's responses and Arkansas State law.

1.7 BID FORMAT:

All paragraphs of this RFP must be responded to by the bidder. Starting with Paragraph 1.0, bidders must address each of the requirements of this RFP by the same paragraph number sequence, stating the requirement and providing a response. Bidder responses should contain sufficient information and/or detail for HSU to determine the bidder has met ALL aspects of the requirement and for HSU to further evaluate the merit of the bidder's response. Paragraphs not needing a specific bidder statement may be responded to with the words "concur" or "acknowledge". If the bidder refers to handbooks and technical documentation as part of his response, such references must include page and paragraph information to allow HSU to quickly locate the reference. Bidder responses containing ONLY page and paragraph references to handbooks and technical documentation will not be acceptable. If a bidder fails to respond to a paragraph, the lack of response will be interpreted as an affirmative response.

Vendors must submit one (1) signed Original, one (1) copy of their bid, and four (4) electronic flash drive of the entire bid response must also be submitted. Also, one Redacted copy of the response shall also be submitted on electronic flash drive, and marked "Redacted".

1.8 TERM AND TYPE OF CONTRACT:

The contract(s) resulting from this RFP will be for a term contract. The contract dates are: on or before February 1, 2021 through January 31, 2022 with six, one year renewal options, for a maximum total of seven (7) years.

The RFP, the bidder's proposal and any other official documents and correspondence will become part of the resultant contract.

1.6 LETTER OF INTENT TO BID:

Bidders are requested to send a letter of Intent-to-Bid to the HSU Purchasing Department. See the attached Letter of Intent to bid form. Failure to submit this document will not disqualify a bidder; however, bidders are advised they will not receive subsequent RFP information if they fail to comply. All subsequent RFP information will be maintained on file in the Purchasing Department.

1.7 CLARIFICATION OF RFP:

If additional information is necessary to enable bidders to better interpret the information contained in the RFP, questions in writing will be accepted until the close of business as of the date indicated in Section 1.8, Schedule of Events. Replies to written questions will be emailed only to those Bidders who submitted a Letter of Intent to Bid. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at bidder's risk. Bidders may submit written questions via e-mail to jonest@hsu.edu

1.8 <u>SCHEDULE OF EVENTS:</u>	<u>DATE:</u>
Release of Request for Proposal	12/03/2020
Letter of Intent to Bid from Bidders & Written Questions Due from Bidders	12/18/2020
Written Answers to Bidders (week of)	01/04/2021
Bids Opened 2PM	01/20/2021
Anticipated Award date (week of)	01/27/2021
Anticipated Contract Start Date (on or before)	02/01/2021

1.9 PROPRIETARY INFORMATION:

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procedures as defined herein. Responses and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to Response opening. **Any proprietary information must be identified and sealed separately from the response [include hardcopy with Original and with each of the copies].**

Note of caution: Do not attempt to mark the entire response as "proprietary". Do not submit letterhead or similarly customized paper within the response, which references the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. The only items that may be marked as "Confidential" are: references, resumes, financials, and/or system/hardware manuals. Cost may not be considered proprietary. Additionally, the vendor must 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 the 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.

1.10 ORAL AND/OR WRITTEN PRESENTATION:

If requested, bidders shall be prepared to make oral/written presentations to more fully explain their bids. These presentations may be held subsequent to the opening of bids to provide an opportunity for bidder to clarify, but not modify, their bids as necessary.

1.11 LIMITATION:

This RFP does not commit HSU to award a contract, to pay any costs incurred in the preparation of a bid response to this request or to procure or to contract for services or supplies. HSU reserves the right to accept or reject (in its entirety), any bid received as a result of the RFP, if it is in the best interest of HSU to do so.

1.12 AWARD RESPONSIBILITY:

The Director of the HSU Purchasing Department will be responsible for the award based on committee recommendations and acceptable Exclusive pouring rights agreement.

1.13 PAYMENT AND INVOICE PROVISIONS:

Invoice(s) shall be mailed to Henderson State University, 1100 Henderson Street, HSU Box 7531 and must include an itemized list of charges. All invoices must reference the purchase order number. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by HSU of commodities and/or services consistent with ACCEPTANCE STANDARDS. No State Agency can pay an invoice in advance of delivery and acceptance of any commodities or services

1.14 RESERVATION:

This RFP does not commit Henderson State University to award a contract, to pay costs incurred in the preparation of a bid in response to this invitation, or to procure or contract for services or supplies. Henderson State University reserves the right to accept or reject (in its entirety), any bid received as a result of the RFP, if it is in the best interest of the University to do so.

1.15 BID OPENING DATE AND LOCATION:

To be considered, bids must be physically received prior to the time and date specified on the Request for Proposal sheet at the following address:

**HSU Purchasing Department
Womack Hall – Room 314
1100 Henderson Street
Arkadelphia, AR 71999-0001**

The RFP's will be opened publicly but only the names of bidders will be announced at that time. The proposal documents, including cost and any other information subject to committee evaluation, WILL NOT be revealed for inspection at this time. Proposals will be reviewed for compliance with mandatory requirements, authorized signatures, etc., and then forwarded to the Evaluation Committee.

1.16 LATE BIDS:

Under no circumstance will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Bids MUST arrive and be time-stamped by our office, located at 1100 Henderson Street, Womack Hall, Room 314, prior to the time and date specified on the Request for Proposal sheet.

1.17 CONTRACT INFORMATION:

Vendors should note the following regarding the State Agencies contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of bid.

A. The State of Arkansas Agencies may not contract with another party:

1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by HSU upon thirty (30) days written notice whenever there are no funded appropriations for the equipment or software.
2. To indemnify and defend that party for any liability and damages. However, HSU may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the University's use or possession of equipment of software and reimburse that party for the loss caused solely by the University's use or possession (this is the only form of indemnification to which HSU can agree).
3. Upon default, to pay all sums to become due under a contract.
4. To pay damages, legal expenses or other costs and expenses of any party.
5. To continue a contract once the equipment has been repossessed.
6. To conduct litigation in a place other than Clark County, Arkansas.
7. To agree to any provision of a contract which violates the laws and constitution of the State of Arkansas

B. A party wishing to contract with HSU should:

1. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession.
 - The right to accrued payment.
 - The right to expenses of de-installation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized non-recurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge in its contract that contracts become effective when awarded by Henderson State University.

1.18 CONDITIONS OF CONTRACT:

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder and surety shall indemnify and save harmless the agency and all its officers,

representatives, agents, and employees against any claim or liability arising from or based upon representative, or subcontractor of the successful bidder.

1.19 AWARD RESPONSIBILITY:

The Agency Procurement Official (APO) in the HSU Purchasing Department will be responsible for award and administration of any resulting contract(s).

1.20 PERFORMANCE STANDARDS:

Act 557 of 2015 enacted by the Arkansas General Assembly requires, among other things, that technical services contracts include performance standards. We have defined the following performance standards and remedies for each.

Time and Materials Contracts	
Standards	Possible Remedies
<ul style="list-style-type: none"> • Services are provided in a timely and professional manner • Work products are professional, comprehensive and consistent with the contract skill level • Working relationships with HSU • Ability to provide timely and accurate statements and reports • Ability to interface with HSU'S standard systems, where applicable. 	<ul style="list-style-type: none"> • Vendor must provide an acceptable remediation plan • Replacement resources to HSU may be required • Payment may be withheld in part or in whole until acceptable work products are produced • Contract may be cancelled

1.21 ISRAEL BOYCOTT NOTICE:

In order to comply with Arkansas Public Act 710 of 2017, prohibiting a public entity from contracting with a person or company boycotting Israel, the bidder/bank represents, warrants and certifies that: (a) It is not currently engaged in a boycott of Israel; and (b) agrees that for the duration of any resulting contract award, it will not engage in a boycott of Israel.

1.22 DEFINITION OF TERMS:

The HSU Purchasing Department has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point or item in question as indicated in CLARIFICATION OF RFP AND QUESTIONS, Section 1.7. The words "bidder" and "vendor" are used synonymously in this document.

1.23 CONTRACTOR EMPLOYEES:

Employees shall present themselves at all times in a professional manner, with uniforms clean, any identifying badges worn outside of the uniform and above the waist.

Employees are also required to:

- Complete annual contractor and vendor training with their own Occupational Health and Safety Department
- Contractor shall provide employees' training records for existing OSHA training
- Must have an approved background check
- Abide by HSU policy of a drug and smoke free campus

1.24 SAMPLE CONTRACTS: All bidders are requested to supply a sample of their standard contract(s) with their bid. If any portion of a vendor's contract terms and conditions are in conflict with the laws of the State of Arkansas, those Arkansas laws shall govern. Any terms and conditions submitted by the vendor must reflect all the conditions of the RFP and bidder's response.

1.25 STATEMENT OF LIABILITY: HSU Purchasing Department will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned equipment. The vendor is required to retain total liability for all equipment. HSU will not be responsible or accept liability for any vendor-owned items.

1.27 EVALUATION CRITERIA: The selection process will be based on a pre-determined methodology and set of evaluation criteria. The evaluation criteria will reflect the objectives and criteria described in SECTION 1.30 SCORING.

Persons from HSU and/or possibly the State of Arkansas will form the selection committee for this RFP. The recommendations for award of this contract shall be made through Henderson State University.

1.28 VENDOR REFERENCES:

Vendors must comply with the following:

Supply, with the bid, at least three (3) reference accounts (including persons to contact and telephone numbers) in the United States. The vendors must be currently or within the last six month have a contract for beverage services. The following information must be included: company name, phone number, fax number, how many years contracted with vendor for this service, and service dependability. It is important to note that any unfavorable information received from a reference given or obtained by research may cause deduction in scoring points.

1.29 MULTIPLE BIDS:

In the case of a joint or multiple bids, a vendor must be identified as a prime contractor and sole point of contact.

1.30 SCORING:

The successful Service Company (SC) will be selected based on a total points scoring system using your responses to the five (5) items listed below:

1) Experience and Qualifications	20
2) Fee Proposal	40
3) Vending / Food Service	20
4) Equipment/Value added Services	15
5) Health And Wellness	5
Total Points	100

PART II SPECIFICATIONS

2.0 GENERAL:

HSU is committed to promoting volume growth by allowing the winning beverage company to implement its recommended “best practices” for food services retail sales and full service vending sales whenever possible. However, it must be clearly understood that the winning beverage supplier must collaborate fully with the facility’s Food & Beverage Director, HSU and executive teams to determine the most appropriate mix of equipment, brands, packages and merchandising for the facilities. Furthermore, the vendor should not assume that any construction or reconfiguration of electrical, plumbing, telecommunications infrastructure will be funded by HSU or allowed by HSU for the purpose of adding new or modified equipment in support of the proposed exclusive pouring rights agreement.

2.1 AGGREGATE SALES VOLUME:

Please refer to attachment A for beverage sales volume for all beverages served/sold through HSU.

The aggregate sales volume information presented in this document is based on data collected from the HSU facilities and on industry estimates. This information represents the best available estimate of the annual sales volume for all HSU campus.

2.2 FINANCIAL CONSIDERATIONS:

The financial consideration should be based on vendor’s assessment of the marketing value of a partnership with HSU and on the student, faculty & staff information and current and expected beverage volumes at HSU facilities during the proposed contract term.

Annual fixed “sponsorship/exclusivity” payment(s)

- HSU understands that such fixed payments may be divided into several categories of payments, including but not limited to a Marketing Fund, a Chancellor’s Fund, a Student Scholarship Fund, and a Sustainability Fund; however, HSU must be free to receive and use all such funds, no matter what they are called, as HSU sees fit.

Annual volume-based, variable rebate payment

- This rebate must be paid on all fountain product gallons and all bottle & can cases that flow through HSU in a given year, including Full Service Vending cases.
- HSU expects that rebates may vary to some extent based on package size and product categories.
- HSU understands that vendor frequently introduces new package sizes, brands, flavors and product categories. We expect that rebates will be paid on all such new SKUs.

Free Product Program

- HSU expects a certain number of free cases of product every year. All free product that is not used in a given year shall be convertible to cash.
- Monthly full service vending commissions will paid from the start of the agreement

Athletics

- **Annual Sideline support equipment fund-** Gatorade / Powerade sideline kits (squeeze bottles, coolers, cups, towels, powder product, etc.)
- **Annual Athletic Hydration Fund-** to provide sport drinks, & water for team use for athletic competitive and noncompetitive events. Also, include information concerning an athletic dept. hydration station (post workout),

counter top coolers/fridge for a few offices to co-brand vendor in athletics for visible places to stock, which are commonly found in schools of our size.

- **Annual Sponsorship Fund-** HSU Athletics and the vendor receives full page program ad, football and basketball radio network advertising, football and basketball game sponsorship, website advertising, the opportunity to provide co-branded banners promoting the vendor, giveaway/tabling rights and Reddie Athletics and the official designation as "the official soft drink of Henderson State Athletics".

PART III PROPOSAL

3.0 GENERAL:

HSU would like all potential bidders to understand the unique marketing opportunity HSU provides. HSU is committed to volume growth in our facilities, especially in healthy consumables. The goal will be to provide new products to replace the sugar sweetened beverages currently offered, however, HSU intends to keep sugar beverages as well.

1. All decisions of product availability and merchandising must be approved by HSU.
2. Any construction, electrical, plumbing, or telecommunications adjustments needed must be discussed/approved with HSU and will be funded by the winning bidder.

3.1 EXPERIENCE AND QUALIFICATIONS:

HSU asks that any potential vendor become familiar with the HSU facilities list in Attachment "A" and with the size and scope.

1. Describe company strategy to provide services to the HSU Campus.

3.2 FEE PROPOSAL:

A. REBATES

1. The rebate shall be reflected on each invoice at the time of delivery for each bottle, can, or by fountain gallons delivered to HSU and must include products used in vending.
2. Any new products introduced during this agreement shall have respective rebates applied to them when introduced.
3. Monthly vending commissions will be paid from the beginning of this agreement.

B. PRODUCT PRICING: BOTTLES, CANS, FOUNTAIN:

1. In this section, describe proposed pricing for all products to be offered on HSU properties to include:
 - product description [include oz. per container]
 - size [for fountain: gal/oz. per container]
 - quantity units per case
 - price per case
2. Price adjustments shall be considered one time per year and discussed with and approved by HSU. Price changes are best to happen during the summer or Christmas breaks.

3. All price adjustment requests shall not exceed 2% per year or the CPI as shown by the Department of Labor or lower.
4. There shall be no delivery fees or fuel surcharges charged to HSU during the life of this agreement.

3.3 VENDING:

RETAIL PRODUCT PRICING: FULL SERVICE VENDING:

1. In this section, describe proposed pricing for all retail products to be offered on HSU properties to include:
 - product description [include oz. per container]
 - size [for fountain: gal/oz. per container]
 - quantity units per case
 - price per case
2. All price increases for vending shall be approved by a representative of HSU during the term of this agreement.
3. Prices of vended products shall be comparable to prices sold by the bidder in other local outlets.

3.4 EQUIPMENT/VALUE ADDED SERVICES OR PRODUCTS:

SERVICE LEVEL COMMITMENTS:

The expectation is for the vendor to provide exceptional service to HSU for all equipment utilized at all HSU facilities; food service, sport concessions, and selected buildings. At a minimum the winner of this bid shall provide equivalent or improved equipment as to that currently installed.

A. SERVICES:

In regards to vending, the bidder will be required to:

- provide details on the proposed equipment
- provide examples of healthy branding on machines
- recommended beverages for vending machines
- stock the equipment on a regular bases
- collect proceeds from vending sales on a regular bases
- handle customer complaints, and refunds on a regular bases

B. EQUIPMENT:

1. Any new equipment suggestions must be approved by a member of the HSU management team.
2. Include in the response any new ideas you have for vending equipment.
3. The bidder will be required to affix an asset ID number and service phone numbers to all vending machines.
4. Provide a list of all vending machines placed on campus and update the list annually or as requested by HSU.
5. Any change or removal of a vending machine must be approved by HSU management team.

6. Provide a preventative maintenance program for all proposed equipment

3.5 HEALTH AND WELLNESS AND SUSTAINABILITY:

- A. Describe any/all proposed company commitments and initiatives toward Health, Wellness, and Sustainability as it pertains to a college campus.
- B. How does your firm intend to promote health-conscious products from your product portfolio?
- C. Describe any current commitment to sustainability and recycling made by your firm in other locations other than HSU

ATTACHMENT "A"

Volume

	2018	2019	2020
Vending	1153	1308	694
Caddo Café	4447	4180	1920
Reddie Grill	699	864	490
Chick-Fil- A	603	846	547
C-Store	1137	988	462
Bookstore	314	319	152

Vending

Location	Type
Airport	Stack
Aviation Center	Stack
East Hall 1	Stack
East Hall 2	Glass Front
Education Center	Stack
Fine Arts 2nd Floor	Stack
Garrison 1	Glass Front
Garrison 2	Stack
International House	Stack
Library 1	Glass Front
Library 2	Stack
McBrien Hall 1	Stack
McBrien Hall 2	Stack
McBrien Hall 3	Stack
Mooney Hall	Stack
Newberry Hall 1	Stack
Newberry Hall 2	Stack
Nursing Building	Stack
Physical Plant	Stack
Recreation Center	Glass Front
Reddies Villa Apts	Stack
Ridge Point	Stack
Reynolds	Stack
Ridge Point	Stack

Smith Hall 1	Glass Front
Smith Hall 2	Stack
Smith Hall 3	Stack
Sturgis Hall	Stack
University Place	Stack
Wells	Stack
West Hall 1	Glass Front
West Hall 2	Stack
Womack Hall	Stack

Equipment

Type	Size	Location
Cooler	1 Door	Athletic Dept.
Cooler	1 Door	Athletic Dept.
Fountain	6 valve	Caddo Café
Fountain	6 valve	Caddo Café
Fountain	10 valve	Caddo Café
Fountain	10 valve	Caddo Café
Fountain	10 valve	Caddo Café
Fountain	10 valve	Caddo Café
Fountain	8 valve	Chick-Fil-A
Fountain	8 valve	Concession
Fountain	8 valve	Concession
Fountain	8 valve	Concession
Fountain	8 valve	Concession
Cooler	1 Door	Concession
Cooler	2 Door	Concession
Cooler	2 Door	Concession
Cooler	1 Door	Concession
Cooler	1 Door	Concession
Fountain	6 valve	Concession
Fountain	6 valve	Concession
Fountain	6 valve	Concession
Fountain	6 valve	Concession
Cooler	2 Door	C-Store
Cooler	1 Door	Reddie Bookstore
Cooler	1Door	Reddie Bookstore
Cooler	2 Door	Reddie Bookstore
Fountain	8 valve	Reddie Grill

Contracts and Grant Disclosure and Certification

Any contract, or amendment to any contract, executed by the University, which exceed \$25,000, shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violations of any rule, regulations or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provision of existing law. The attached Contract Grant and Disclosure and Certification Form (f-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form (form available online).

<https://www.dfa.arkansas.gov/images/uploads/procurementOffice/contgrantform.pdf>

ATTENTION BIDDERS

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

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

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

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117.

Sincerely,

Tim L. Jones

Tim L. Jones, APO
HSU Director of Purchasing

To be completed by business or person submitting response: (check appropriate box)

_____ **EO Policy Attached [this is mandatory, if available]**

_____ **If an EO Policy cannot be provided – a written signed and dated statement must accompany this page indicating, 'No EO Policy is available.'**

Company Name

Or Individual: _____

Title: _____ **Date:** _____

Signature: _____

MINORITY BUSINESS POLICY: Minority participation is encouraged this all procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type: African American Hispanic American American Indian
 Native American Asian Pacific Islander Disabled Veteran

Arkansas Economic Development Commission certification (if available) #: _____

HENDERSON STATE UNIVERSITY
Purchasing Department
1100 HENDERSON STREET
ARKADELPHIA, ARKANSAS 71923
870-230-5117 PHONE
870-230-5486 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones
Director of Purchasing
jonest@hsu.edu

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants
Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____
(printed or typed)

Date: _____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* 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.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	
AASIS Vendor Number	
Contractor/Vendor Name	

Contractor Signature: _____ Date: _____
 Signature must be hand written, in ink

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.