REQUEST FOR PROPOSALS NO. 10-108

ARKANSAS TECH UNIVERSITY Purchasing Department Young Building East End 203 West O Street Russellville, AR 72801-2222 RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER, OPENING DATE AND TIME SHOWN ON THE OUTSIDE OF THE ENVELOPE.

FAXED RESPONSES WILL NOT BE ACCEPTED.

RESPONSE DUE BY: December 2, 2010 TIME: 4:00 p.m.

ALL VENDORS

For additional information, contact Beth Foster, ATU Purchasing Program Manager.

Tel: 479-968-0269 Fax: 479-968-0633

ALL Respondents will be required to complete the following forms:

EEO Policy Letter

Illegal Immigrant Certification Form

Forms are available on our web site.

Failure to submit completed forms may result in rejection of response.

Successful respondent will be required to provide:

Contract and Grant Disclosure and Certification Form

Certificate of Insurance

PART I - SCOPE OF WORK

Arkansas Tech University is soliciting responses for **Laundry Vending Services** to include equipment, ongoing maintenance of the equipment, marketing, management, full disclosure of all account information and customer service.

Respondent is responsible for checking the web site for any addenda.

http://www.atu.edu/purchasing/bids.shtml

In left-hand menu, select "Current Bids, RFP's and RFQ's.

TERM OF CONTRACT: Contract to be effective from June 1, 2011, through May 31, 2012, with an option to renew <u>on an annual basis</u> for six (6) additional years.

SITE VISIT: There will be one (1) site visit conducted by the University on November 18, 2010, at 1:00 p.m. local time. Contact Aaron Hogan at 479-356-2060 to confirm that a representative will participate in the site visit. Interested parties are to assemble at the Doc Bryan Student Services Building, Office of Residence Life. *This will be the only time vendors will be permitted to tour the laundry facilities*.

PART II - CONTRACTOR'S REQUIREMENTS

EQUIPMENT: Contractor is to provide commercial grade equipment and is encouraged to propose a single manufacturer. <u>Detailed equipment specifications MUST accompany response</u>.

Contractor shall be responsible for all costs of installation of all equipment, including positioning of equipment and connection to utility services provided by the University

Machines must be coin-operated and programmable for a "free" vend. Machines are to be programmed for "free" vend during the fall and spring semesters and for coin-operation only during the summer sessions.

All washers must possess an Energy Star rating as set by the U.S. Department of Energy with a minimum 2.1 MEF rating. Washers must have a minimum tub capacity of 2.8 cu. ft.; and dryers must have a minimum drum capacity of 6.0 cu. ft.

Current equipment location and quantities are listed on Attachment A. Quantities listed shall be considered the minimums acceptable per location. Arkansas Tech reserves the right to have equipment removed or relocated in order to accommodate changes in student population or facility use.

EQUIPMENT REMOVAL AT END OF CONTRACT: Upon expiration of contract or non-renewal, and at the sole expense of the contractor, all moveable laundry and auxiliary equipment furnished by the contractor must be promptly removed without damage to University property.

Title to all equipment furnished and installed by the Contractor shall remain the property of the contractor; and none of the equipment shall become a part of the building.

LAUNDRY ROOM IMPROVEMENTS: Responses are to include a list of suggested physical improvements and enhancements to laundry vending areas. The goal of these improvements is to enhance aesthetic appeal and overall student satisfaction.

Respondents shall identify areas where additional equipment may be considered and shall provide funding to be used by the University to install the necessary utility connections.

ON-LINE WEB-BASED MONITORING: Contractor shall be required to institute a web-based monitoring system that allows students to monitor the laundry process remotely for the laundry rooms located in all residence halls. Such system shall permit students to:

- 1) Monitor machine availability from their computer via a web-browser
- 2) Receive notification when a machine becomes available
- 3) Receive notification when their laundry is completed via e-mail or text messaging

SERVICE TECHNICIANS: Contractor shall maintain a staff of trained service personnel to ensure prompt, efficient maintenance of the equipment. The contractor must provide a minimum of two (2) full-time service technicians located within a 90-minute drive of the campus. This provides sufficient backup in times of staff shortages due to vacations, illnesses and inclement weather.

SERVICE RESPONSE TIME AND REPORTS: Contractor must respond to reports of malfunctioning equipment within 10 business hours, Monday through Friday, excluding holidays. The Contractor shall provide a web-based on-line system to be utilized by students, Residence Life staff and/or the Facilities Office to report malfunctioning equipment.

The system shall automatically notify the ATU Residence Life Office when a report of malfunctioning equipment has been received. The contractor shall also provide a notification of the corrective action taken to repair malfunctioning equipment.

Contractor shall provide the University's designated representative with online access to the service history report indicating what repairs were made on campus.

MAINTENANCE AND REPAIR OF EQUIPMENT: Contractor is responsible for providing both preventive maintenance and general repairs to all contractor-owned washers and dryers. Repairs shall be performed on an "as needed" basis. Preventive maintenance on each piece of equipment shall be conducted not less than twice a year and shall include a basic check of the equipment to indicate possible need for repair/replacement.

CLEANING: The contractor shall visit the campus regularly to maintain the equipment and facilities. This shall include an annual inspection of the venting systems for dryers from the back of the dryer to where the flexible ductwork connects with the building's ventilation system.

Once a year in the summer, the contractor shall assist with the temporary relocation of washers and dryers to allow University staff to clean the areas behind, under and between all washers and dryers.

ACCESS TO FACILITIES: Access to buildings must be at the entrances and hours specified by the University. Access to facilities outside the stated hours MUST be coordinated with the University's representative.

ALL employees – for whatever purpose of visit – MUST report to the Residence Life Office or to the Residence Director for an escort in all student housing areas. Failure to do so WILL result in immediate cancellation of contract.

CUSTOMER SERVICE (CLAIMS/REFUNDS/SIGNAGE): Contractor shall be responsible for reimbursing customers for damage to clothing due to equipment malfunction.

Instructional signage must be provided in each location to familiarize customers with equipment, basic instructions, proper detergent usage, etc. Signs are to include information for reporting machine malfunctions.

LIABILITY FOR DAMAGES: Contractor shall be responsible for all damages done to any University property during the installation, operation, maintenance and/or removal of equipment. Clean up and repair of all damage shall be accomplished at Contractor's expense in a manner satisfactory to the University.

INSURANCE REQUIREMENTS: The contractor shall maintain a General Public Liability Insurance policy of at least \$1 million per occurrence with \$2 million aggregate.

Contractor shall insure all their installed equipment for property damage.

Successful respondent will be required to provide a Certificate of Insurance.

METHOD OF PAYMENT: With the "free" vend laundry program, the Contractor shall invoice Arkansas Tech University at the beginning of each fall semester and each spring semester.

Contractor's response is to include a cost per machine per year. Response is to also include the maximum increase (escalation) in cost for each of the six (6) renewal periods. Any escalation is to be effective only at renewal time of June 1st.

The Contractor shall pay the University a proposed percentage of the coin revenue collected from the summer sessions at the beginning of each fall semester.

RECORDS: Contractor must furnish the University's representative with online access to all information about the University's account. Available information must include:

- 1) Equipment and inventory reports
- 2) Service activity reports
- 3) Student usage of the machine monitoring system
- 4) Coin collection reports
- 5) Annual commission payment reports

LICENSES, PERMITS AND TAXES: Contractor shall provide all federal, state and local licenses and permits necessary at the time any resultant contract is executed.

ASSIGNMENT: Any resultant contract shall not be assigned without the express written consent of the University. It is the intent of Arkansas Tech that the contractor and persons under their direct supervision perform all services.

CONTRACTOR'S EMPLOYEES: All employees must have proper identification reflecting both the name of the contractor and the name of the employee.

Employees are not to disturb papers on desks, to open drawers, cabinets or files or to use telephones for private calls.

All employees shall comply with all regulations in effect for control of persons entering, leaving or remaining in buildings.

Employees whom the University deems careless, discourteous or otherwise objectionable will be prohibited from entering campus buildings.

Contractor shall not permit its employees who are registered sex offenders to work on the campus. Furthermore, contractor shall not permit its employees to engage in sexually harassing behavior toward University faculty, staff, students, guests or any other persons present on the campus.

TOBACCO-FREE: Arkansas Tech University is a Tobacco Free Campus. The use of tobacco products is prohibited anywhere on University property.

DISCRIMINATION: Contractor shall not discriminate against any person based on race, religion, color, national origin, sex, age, disability, genetic information or veteran's status during the term of any resultant contract.

PART III - ARKANSAS TECH UNIVERSITY'S RESPONSIBILITIES

SPACE: The University will provide adequate space for all equipment required, subject to the building's limitations.

MAINTENANCE: The University will maintain all water and sewer lines, all electric outlets and building ductwork for the dryers.

Arkansas Tech will provide custodial service and will be responsible for the regular and thorough cleaning of all laundry rooms, including wiping down of the equipment and sweeping floors.

Additionally, the University will be responsible for cleaning and maintaining each building's dryer ventilation system.

The University will provide trash receptacles, will be responsible for removing trash and will also provide pest control services.

ACCESS: The University will provide adequate ingress and egress, including a reasonable use of existing corridors, driveways and parking spaces.

UTILITIES: Arkansas Tech will provide, at its own expense, services at existing utility connections (electricity, water and sewer) for the convenience of the Contractor. The University shall maintain such services and make every reasonable effort to avoid interruption of service. In the event of any interruption or disruption of utility services, the University shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by the contractor resulting from such interruptions.

Any modification to existing utility connections <u>requested by the Contractor</u> must be approved by the University's representative and shall be at the Contractor's expense. <u>All such modifications must</u> be provided by personnel licensed and insured in the State of Arkansas.

Any modification to existing utility connections as a result of changes <u>initiated by the University</u> shall be at Arkansas Tech's expense. In the event of any modification, the University shall provide the contractor with as much advance notice as possible.

PRECAUTIONS: Arkansas Tech University will take reasonable precautions to protect the contractor's installed equipment from damage while on the University's premises and will reimburse the contractor for any pilferage or destruction of said machines caused by students living in University housing.

PART IV - FINANCIAL CONSIDERATIONS

PAYMENT TO THE CONTRACTOR: Arkansas Tech University will collect laundry revenue from the resident students each fall and spring semester and, in turn, will pay the contractor at the beginning of each fall and spring semester.

LAUNDRY SERVICES PRICING (SUMMER PERIOD): Effective June 1, 2011, the price will be \$0.75 per washer load and \$1.00 per dryer load during the summer period. Price adjustments will be limited to once per academic year.

Requests for price adjustments must be submitted to the University not less than 90-days prior to contract renewal date of June 1st. Arkansas Tech shall have the right to approve or deny any price increases.

PAYMENTS FOR COMMISSIONS: The contractor shall compute and pay to the University a commission based upon a percentage of the gross collections made at the conclusion of each summer session. Payments will be due on October 15th of each contract year.

The University will have the right to inspect the books and records of the contractor pertinent to or related to the sales and may have said records audited by a competent auditor at its own expense or by a University internal auditor.

The contractor must keep such records for a period of not less than three (3) years after expiration or non-renewal of the contract.

PART V - CONTRACTS

AWARD: Award will be in the best interest of the University; and the University's decision is final. Criteria for award shall be as follows:

- 1. Experience with comparable projects
- 2. References
- 3. Prices, allowances and commission rate
- 4. Available options

GOVERNANCE: This contract shall be governed by the laws of the State of Arkansas.

TERMINATION OF CONTRACT: The University shall have the option to terminate this agreement with a 60-day written notice. Reasons for termination may include, but are not limited to:

- 1. Unsatisfactory service. The University shall be the sole judge of service.
- 2. Failure to perform maintenance and/or service equipment
- 3. Failure to check with University personnel or to go unescorted into residence areas
- **4.** The University's decision not to exercise the renewal option

CONTRACT DISPUTES: Contractor MUST agree that the Arkansas State Claims Commission shall be the exclusive forum for resolving any dispute arising from the performance or non-performance of any resultant contract in accordance with A.C.A. § 19-10-201 et seq.

SOVEREIGN IMMUNITY: Nothing in any resultant contract shall be construed to waive the sovereign immunity of the State of Arkansas or any entities thereof, including Arkansas Tech University.

PART VI - PROPOSAL CONTENTS

RESPONSE: For purposes of evaluation to be considered for award - in addition to information requested elsewhere in this Request for Proposal - respondents shall submit the following information, in the listed order with each section titled using the appropriate heading.

Failure to provide the information as listed below may result in rejection of response.

Send five (5) copies of proposal to:

Beth Foster, Purchasing Program Manager Arkansas Tech University Purchasing Department 203 West O Street Russellville, AR 72801-2222

A. Qualifications, References and Relevant Experience:

Description of respondent's general background, experience and qualifications. Provide relevant experience, including laundry operations on other college and university campuses in the region with emphasis on other similar-sized campuses in the State of Arkansas, giving a general description and period of time served for each location.

Include the following required information:

- 1. Respondent's business address, phone number, fax number, web-site and Internet address. Include the address of the service/warehouse facility responsible for servicing Arkansas Tech.
- 2. Key Contacts: List name and phone number of the company representative who can be contacted regarding respondent's proposal.
- 3. List the number of years in the laundry business and the number of years servicing accounts in the state of Arkansas.
- 4. Provide a copy of the respondent's audited financial statements from the previous two (2) years.
- 5. Provide a company profile that includes name, qualifications and experience of personnel who would manage and maintain the facilities covered under any resultant contract with the University. Include the proposed local contract supervisor and the three (3) closest service representatives who would be servicing the equipment at the University and list their distance from the campus.
- 6. Provide a current list of all college and university accounts in the state of Arkansas. Provide a name and telephone number of a contact person for each account.
- 7. Identify all of the respondent's college and university accounts in the state of Arkansas currently operating laundry using a "free" vend program.
- 8. Identify all of the respondent's college and university accounts in the state of Arkansas currently using the web-based machine monitoring system being proposed.

B. Procedures, Marketing and Customer Service:

Description of respondent's procedures for servicing and maintaining the laundry equipment, providing marketing support as well as customer service. Include an evaluation of your capacity to provide the services and the resources required to efficiently handle a laundry operation on the Arkansas Tech University campus.

Include the following required information:

1. Manufacturer's descriptive literature and specifications on proposed commercial equipment

- 2. Length of time respondent has used this brand of commercial equipment and the number of college and university accounts that use this brand in the state of Arkansas
- 3. Describe energy efficiency, customer features and safety features of the proposed equipment
- 4. Describe the procedures and methods for operating facilities and maintaining high levels of service
- 5. Describe procedures for reporting inoperable equipment, repair and servicing schedules and response time to service calls
- 6. Describe the procedures for handling damaged clothing claims and refunds
- 7. Describe the level of transparency and accountability related to providing information to the University about service history, equipment inventory, coin collections and commission payments
- 8. Provide samples of reports available to the University
- 9. Describe the on-line web-based monitoring system
- 10. Provide a list and description of any computer or networking equipment required for monitoring system. NOTE: Any additional equipment required is to be furnished by contractor.
- 11. Describe the marketing plan for student education and enhancing student satisfaction with the laundry facilities

C.	Financial Considerations:					
1.	. Respondent must submit a total yearly price for all services, including all requirements listed this Request for Proposal. This is the amount Arkansas Tech University will pay the contract Total Yearly Price: \$ based on current number of machines Total Yearly Price for each additional washer: \$ Total Yearly Price for each additional dryer: \$					
	Escalation Rate:% 2 nd year% 3 rd year% 4 th year% 5 th year% 6 th year% 7 th year					
2.	Respondent must provide a percent of gross revenue as a rebate to the University: Commission Percentage:%					
3.	Respondent must submit a laundry room renovation/enhancement allowance that can be used by the contractor or by the University to complete any mutually agreed upon upgrades to the utility connections and/or room aesthetics. Allowance Amount: \$					
4.	Respondents must submit a list indicating the areas and approximately number of machines where additional equipment may be located.					

ATTACHMENT A

Location	Approximate Number of Students	No. of Laundry Rooms	No. of Washers	No of Dryers
Deamall Hall	004	4	0	0
Baswell Hall	234	4	8	8
Brown Hall	154	1	3	3
Caraway Hall	103	1	2	2
Campus Courts	157	1	2	2
Critz Hall	87	1	2	2
Eastgate	20	1	2	2
Hughes Hall	93	1	2	2
Jones Hall	212	1	6	6
Nutt Hall	338	4	8	8
Paine Hall	216	6	6	6
Roush Hall	108	2	4	4
South Hall	28	1	2	2
Turner Hall	202	2	6	6
Wilson Hall	164	4	8	8
Totals	2,116		63	63