RESOLUTION NO. 72 OF 2026

A RESOLUTION AUTHORIZING THE CITY OF BENTON TO ENTER INTO A CONTRACT WITH SNACK RACK TO PROVIDE VENDING SERVICES FOR THE BENTON PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas, a city of the first class, issued Request for Proposals No. 2026-11 on September 8, 2026, for vending machine services for the Benton Parks and Recreation Department, and received and publicly opened proposals on September 25, 2026; and

WHEREAS, the RFP provided for an initial contract term of one (1) year, with the option to extend the contract for up to four (4) additional one-year periods; and

WHEREAS, One (1) proposal was received and evaluated in accordance with the requirements of the RFP and the City's applicable procurement procedures; and

WHEREAS, Snack Rack, Inc., an Arkansas corporation with its principal place of business at 1100 Hemlock Street, North Little Rock, Arkansas 72114, submitted a proposal offering to pay the City compensation equal to eleven percent (11%) of gross sales, payable quarterly, and the City desires to enter into an agreement with Snack Rack, Inc. for an initial term of one (1) year in accordance with the terms and conditions of the RFP and the resulting contract; and

WHEREAS, the contract is a revenue agreement under which the City receives compensation and pays no consideration, and the contract is therefore not a purchase of commodities or services subject to the competitive-bidding requirements of Ark. Code Ann. § 14-58-303; and

WHEREAS, Ark. Code Ann. § 14-54-302(b) provides that the execution of all contracts on behalf of a municipality shall be performed by the mayor and city clerk or recorder when authorized by a resolution in writing approved by a majority vote of the governing body present and participating; and

WHEREAS, the City Council finds that entering into the agreement with Snack Rack, Inc. is in the best interest of the City of Benton.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTON, ARKANSAS:

SECTION 1. Approval of Contract.

The City Council hereby approves the selection of Snack Rack, Inc. to provide vending machine services for the Benton Parks and Recreation Department and authorizes the City to enter into a

written contract with Snack Rack, Inc. for an initial term of one (1) year, substantially in accordance with the terms and conditions of Request for Proposals No. 2026-11 and the proposal submitted in response to it.

SECTION 2. Required Terms.

The contract shall, at a minimum: (a) state the compensation payable to the City as eleven percent (11%) of gross sales, payable quarterly, and define "gross sales"; (b) require Snack Rack, Inc. to deliver with each quarterly payment a statement of gross sales by machine and location, and to retain its sales records for not less than three (3) years; (c) give the City the right, upon reasonable notice, to audit those records at the City's expense, and to recover the cost of the audit together with any underpayment and interest if an audit discloses an underpayment exceeding five percent (5%); (d) identify the facilities and the number and location of machines, and state whether the right granted is exclusive; (e) make Snack Rack, Inc. responsible for the installation, stocking, servicing, cleaning, repair, and removal of its machines, for product quality and dating, and for compliance with applicable health and safety law; (f) require commercial general liability insurance naming the City and its officials, officers, employees, and agents as additional insureds, and workers' compensation coverage; (g) require Snack Rack, Inc. to indemnify the City, and provide that the City does not indemnify Snack Rack, Inc. and waives no immunity available to it under Ark. Code Ann. § 21-9-301; (h) allocate responsibility for utilities and for loss of or damage to the machines, and provide that the City is not a bailee or insurer of the machines or their contents; (i) permit termination by the City for cause and for convenience upon not more than sixty (60) days' written notice; and (j) provide that the contract is governed by Arkansas law with venue in Saline County, Arkansas.

SECTION 3. Authorization to Execute Contract.

The Mayor and the City Clerk are hereby authorized and directed to execute, on behalf of the City of Benton, the contract with Snack Rack, Inc. and any other documents necessary or appropriate to carry out the purposes of this Resolution. The contract shall be subject to review and approval as to legal form by the City Attorney prior to execution.

SECTION 4. Renewal Options.

The contract may be extended for up to four (4) additional one-year periods as provided in the RFP and the contract, subject to the mutual written agreement of the parties and compliance with applicable law. No renewal shall be effective until approved by resolution of the City Council and executed by the Mayor and the City Clerk. Nothing in the contract shall obligate the City beyond the initial one-year term.

SECTION 5. Effective Date.

This Resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED this 26th day of October, 2026.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

Office of Administrative Services
410 River Street
Benton, AR 72015

Request for Proposals

Bid Number: 2026-11	**Buyer:** Mandy Spicer, Chief Financial Officer
Commodity: Vending Machine Services	**Bid Opening Date:** Friday, September 25, 2026
Department: Benton Parks & Recreation	**Bid Opening Time:** 11:00 am
Date Issued: Tuesday, September 8, 2026	

All proposals will be accepted until **Friday, Sept. 25, 2026**. All proposals must be placed in a sealed package clearly marked on the outside "**City of Benton Vending Machine RFP**" The envelope should be properly addressed to the City of Benton with the Proposer's name and address indicated outside on the sealed package. An unsigned proposal will be considered non-responsive.

Mailing Address:	**Bid Opening Location:**
PO Box 607	410 River St.
Benton, AR 72018	Benton, AR 72015

Snack Rack Inc.
Printed Name of Company

1100 Hemlock St North Little Rock, Ar 72114
Company Address

(870) 879-6803 ext. 1
Telephone Number

N/A
Fax Number

daniel.davis@snackrackvending.com
E-Mail Address

Daniel W. Davis
Printed Name of Authorized Signature

9/18/2026
Date

Daniel W. Davis
Authorized Signature -

9/18/2026
Date

Official RFP Price Sheet

All applicants must fill out the form below, along with the appropriate authorized signatures.

	Price or Percentage of Sales
Compensation paid to the City	$ 11% of Gross Sales
	Paid Quarterly

Upon signing this form, the applicant acknowledges that all information provided in this RFP is true and will provide documentation requested.
Price given above is the final to the City of Benton and includes all taxes, overhead and profit to the bidder. The City of Benton reserves the right to accept any or all part of bids, to reject any or all bids and to award to the bid deemed in the best interest to the City.

Snack Rack Inc.
Printed Name of Company

1100 Hemlock St North Little Rock, Ar 72114
Company Address

(870) 879-6803 ext. 1
Telephone Number

N/A
Fax Number

daniel.davis@snackrackvending.com
E-Mail Address

Daniel W. Davis
Printed Name of Authorized Signature

9/18/2026
Date

Daniel W. Davis
Authorized Signature

9/18/2026
Date

Appendix A – References

1. Business Name: Priority Wire & Cable

   Business Address: 10801 Executive Dr, Ste 400, Little Rock, Ar 72211

   Contact: Marshall Green – VP of Human Resources

   Ph #: (501) 301-0072

   Email: mgreen@prioritywire.com

2. Business Name: McLarty Mazda/VW

   Business Address: 6030 Landers Rd, North Little Rock, Ar 72117

   Contact: Wes Thomas – General Manager

   Ph #: (501) 438-0744

   Email: wthomas@mclartyauto.com

3. Business Name: Almatis

   Business Address: 4701 Alcoa Rd, Benton, Ar 72015

   Contact: Tim Maples – Procurement Manager

   Ph #: (501) 776-4677

   Email: timothy.maples@almatis.com

Product	Price
20 oz Barq Rootbeer	$2.50
Air Heads Bites Fruit Peg	$3.00
Arizona Cocktail Juice (Assorted)	$2.50
Arizona Green Tea 16oz	$2.50
Baja Blast Mt Dew	$2.50
Baked BBQ Lays LSS	$1.75
Barebell Chocolate Dough	$3.75
Bayou Blackened Ranch	$1.75
Belvita Blueberry	$2.00
Builders Bar Protein Oreo	$3.50
Cheetos LSS	$1.75
Cheezit LSS	$1.75
Clean Bar	$2.50
Clear Fruit FP	$2.50
Clear Fruit SW	$2.50
Coke 20oz	$2.50
Coke Zero 20oz	$2.50
Cooper bread bar	$2.50
Cosmic Brownie	$2.25
Dasani 20oz	$2.00
Doritos Nacho LSS	$1.75
Dr Pepper 20oz	$2.50
Dr Pepper Zero 20oz	$2.50
Famous Amous Choc Chip SS	$1.75
Flamin Cheetoes LSS	$1.75
Fritos Chili LSS	$1.75
Garden Veggie Chips/Straws LSS	$1.75
Gatorade Lemon Lime	$2.50
Gatorade Orange	$2.50
Gatorade Zero (Assorted) D/C	$2.50
GF Louisiana Hot Sauce Pork Skins	$1.75
Ghost Grape	$3.25
Gingerale 20oz	$2.50
Glaceau Smart Water	$2.50
Gold Peak Tea	$2.50
Grandma Vanilla Cream	$3.00
Gushers Sour 1.9oz	$2.50
Haribo Gold Bears Peg	$3.00
Honey Bun	$2.50
Jarritos Gummy peg	$3.00
Jarritos Sour Gummy peg	$3.00
JJ's Pies FOA	$2.25
Kimble Cocoa Chewy bar D/C	$3.00

Kit Kat	$2.25
Lays Classic LSS	$1.75
LSS Herrs Honey BBQ	$1.75
LSS Herrs Honey Jalapeno Kettle	$1.75
LSS Herrs Jalapeno Popper	$1.75
LSS Snap'd Cheddar SC&O	$1.75
M&M Peanut	$2.25
Mamba Fruit Chews/sour chews 3.52oz Peg	$3.00
Mike and Ike Peg	$3.00
Minute Maid Apple Juice 12oz	$2.50
Minute Maid Cran-Grape 12oz	$2.50
Monster Green 16oz	$3.50
Monster Green with Strawberry Shot	$3.50
Monster Ultra Blue Hawaiian	$3.50
Monster White Low Carb 16oz	$3.50
Nutella & Go	$2.50
NV Cinnamon Almond Butter Biscuits	$2.00
Pay Day	$2.25
PB Toasty Crackers	$1.00
Pistachios Shelled Peg	$2.00
Planter's Heat Peanuts	$1.75
Powdered Mini Donut	$2.50
Powerade Zero (assorted flavors)	$2.50
Poweraid Mt Blast 20oz	$2.50
Red Bull 12 oz	$4.00
Red Bull Juneberry	$4.00
Red Bull Red	$4.00
Red Bull Sugar Free	$4.00
Red Bull Wild Berries	$4.00
Reese Cup	$2.25
Ruffles Sour Cream & Cheese LSS	$1.75
Salted Plantain Chips	$1.75
Skittles Tropical	$2.25
Snack Club trailmix choc PB	$3.00
Snickers	$2.25
Sour Patch Kids peg original	$3.00
Sprite 20oz	$2.50
Sun Chip Salsa LSS	$1.75
Takis Hot Nuts Fuego	$2.50
TGIF Potato Skins (Cheddar/Bacon) LSS	$1.75
Toston Salted Plantain Snack	$3.00
Trolli Sour Bright Crawler Peg	$3.50
Uncle Ray Sweet Black Pep Bac Chips	$1.75
White Cheez-it LSS	$1.75

XVL Cool Ranch Dorito	$3.00
XVL Flamin Cheetos	$3.00
XVL Frito Honey BBQ Twist	$3.00
XVL Lays	$3.00
XVL Nacho Dorito	$3.00
XVL Ruffles Cheddar and Sour Cream	$3.00
XVL Sun Chip Harvest Ched	$3.00

SNACRAC-01 SWALLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Terri Foster
First Arkansas Insurance 3009 Market St. Pine Bluff, AR 71601	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: tfoster@firstarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company LTD	11000
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : Hartford Underwriters Insurance Company	30104
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Snack Rack, Inc.
7443 Hidden Lake Drive
Pine Bluff, AR 71603

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			38SBABT4497	6/30/2026	6/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			38UECKQ5173	9/10/2026	9/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			38SBABT4497	6/30/2026	6/30/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		38WECAF7738	8/11/2026	8/11/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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