

**Request for Proposal (RFP)**

**RFP No. 04272016**

**STADIUM CHAIR BACK RENTALS**

**PROPOSAL RELEASE DATE: April 27, 2016**

**PROPOSAL DUE DATE: May 12, 2016**

**PROPOSAL DUE TIME: 2:30 P.M. CST**

**SUBMIT ALL PROPOSALS TO: University of Arkansas**

**Purchasing Division**

**Administration Building, Room 321**

**1125 W Maple St**

**Fayetteville, AR 72701**

**Signature Required For Response**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives the University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

|  |  |
| --- | --- |
| **Vendor Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Typed/Printed Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STADIUM CHAIRBACK RENTALS**

**RFP #04272016**

**Table of Contents**

I. Overview of RFP 3

II. Overview of University of Arkansas and Razorback Athletics 4

III. Evaluation and Selection Process 5

IV. Timeline 9

V. General Requirements of All Respondents 11

VI. RFP Response Checklist 20

Attachments

1. Exceptions to the RFP
2. References
3. Official Price Sheet

**I. OVERVIEW OF RFP**

**A. Distributing Organization**

This Request for Proposal (RFP) is issued by the Office of Business Affairs, University of Arkansas, Fayetteville (UAF), on behalf of the Department of Athletics. The University Purchasing Official is the sole point of contact during this process. Vendor questions regarding all RFP matters should be addressed via email to Whitney Smith, Procurement Agent, Office of Business Affairs, [wesmith@uark.edu](mailto:wesmith@uark.edu).

During the time between the bid opening and contract award(s), with the exception regarding vendor questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not the respondent. Specifically, the persons named herein will initiate all contact.

**ADDENDA:** In the event it becomes necessary to revise any part of this RFP, any updates and addenda to this RFP will be available on HogBid, the University of Arkansas bid solicitation web site: <http://hogbid.uark.edu/index.php>. Respondents shall not rely on any other interpretations, changes, or corrections. It is the Respondent's responsibility to thoroughly examine and read the entire RFP document and any addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions will not be a basis for requesting extra compensation after the award of a Contract.

**B. Rights Subject to RFP**: The University of Arkansas Department of Athletics (Athletics) proposes to enter into an Agreement whereby the successful Company would be the sole and exclusive provider of temporary stadium chairs for lease to attendees at home football games at Donald W. Reynolds Razorback Stadium. Nothing in this RFP shall be deemed to prohibit attendees from bringing their own stadium chair for use at home football games, if allowed by the Department of Athletics.

**C. Goals of the Process**: The goal of the RFP process is to identify a company that provides the best overall stadium chair back product, which will be used for season-long leasing and rental at Arkansas Razorback football games in Donald W. Reynolds Razorback Stadium

**D. Term:** The chair backs will be purchased for the 2016 football season should include a best available warranty and replacement cost for broken or damaged chair backs.

**E. Best Response Required:** Each prospective Sponsor must present its best comprehensive proposal covering the areas outlined in this RFP. Respondents are encouraged to be creative in proposing new and creative stadium chair and customer service offerings in order to maximize the proposed relationship. Proposals should describe the prospective Company’s suggested programs, assumptions and expectations to achieve all parties’ financial, operational, and customer service objectives.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the respondent’s overall qualifications. It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible Company, who submits the best overall proposal based on an evaluation of all responses, as determined in the complete and sole discretion of the University.

**F. All Elements Valued/Negotiation Right Reserved:** The University places a value on all elements of this RFP. As such, after evaluation of proposals and selection of the selected Company, the University reserves the right to further negotiate with the selected respondent on any or all elements, and to award an Agreement at any time within 90 days after responses are opened.

**G. Minimum Expectations:** All respondents must review the RFP requirements carefully and develop a response that at a minimum meets the expectations outlined hereinafter.

**II. OVERVIEW OF THE UNIVERSITY OF ARKANSAS AND**

**RAZORBACK ATHLETICS**

**A. The University of Arkansas**

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas, is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA has 10 colleges and schools offering more than 210 academic programs. The UofA is the state’s foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA as having "the highest possible level of research," placing us among the top 2 percent of colleges and universities nationwide.

As of fall 2015, the student population totaled 26,734. The faculty count totaled 1,384 and the staff count totaled 3,169. There are more than 149,000 University of Arkansas alumni all over the world.

**B. Razorback Athletics**

The University of Arkansas Department of Intercollegiate Athletics continues to fulfill its mission of supporting more than 460 student-athletes in the classroom, in personal development and on the fields of competition. As members of the Southeastern Conference (SEC), the Razorbacks consistently compete and win in the nation’s best conference while proudly representing the University of Arkansas and the entire state.

Arkansas sponsors 19 varsity sports programs including 11 women’s and 8 men’s sports. Women’s sports include basketball, cross country, golf, gymnastics, indoor track and field, outdoor track and field, soccer, softball, swimming and diving, tennis, and volleyball. Men’s sports include baseball, basketball, cross-country, football, golf, indoor track and field, outdoor track and field, and tennis.

The Razorback football team typically plays five to six home football games in Fayetteville, at the Donald W. Reynolds Razorback Stadium. The stadium has a current capacity of 72,000.

**III. EVALUATION AND SELECTION PROCESS**

**A. Selection Process**

Individuals from UAF will form the evaluation committee for this RFP. The evaluation committee shall make their recommendation for award to the UAF Purchasing Department. In awarding the contract, UAF may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, reputation, financial standing of the bidder, and the amount of other work being carried on by the bidder. The inability of any bidder to meet the requirements mentioned above may be cause for rejection of proposal.

Selection shall be made in the best interest of the University. An Agreement will be awarded to the successful respondent who, in the opinion of the University, has best demonstrated competence and qualification for the type of services required at fair and reasonable prices/compensation and whose proposal is deemed to be in the best interest of the University. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UAF (for whatever reasons), UAF may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of 90 days after the closing date and time for submission of proposals. The respondent and University agree that time is of the essence in all respects concerning the award of contract and performance hereunder.

**B. Evaluation Criteria**

It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible Company, who submits the best overall proposal based on an evaluation of all responses. Selection shall be based on UAF assessment of the agency’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following criteria to be used in the selection process, but not limited to:

1. **Complete/Thorough Proposal**

Agency with the highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category, to include but are not limited to:

• Understanding of the nature of the project

• The respondent’s compliance with all requirements of the RFP specifications

• The selected agency’s proposed commitment to its relationship with the University and customers

• Detailed proof of all requested qualifications and specified services

* The comprehensiveness of the products and services offered in the proposal

1. **History, Past Performance, and Quality of Respondent**

Agency with highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Agency overview
* Relevant experience
* The respondent’s facilities, technical experience, organization, and support staff that will be assigned to provide the products and services outlined within the specifications
* References from the management of other universities and athletic facilities or organizations for whom the respondent has provided products and services similar to those outlined within the RFP specifications
* Enhancements not specified in the RFP document that are offered by the respondent
* The respondent’s demonstrated and proposed commitment to Sustainability
* The respondent’s demonstrated and proposed commitment to Corporate Responsibility.
* Quality of stadium chairs and services offered.

1. **Cost of Purchase**

Agency having the best overall pricing to the University shall receive a maximum of thirty (30) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Pricing of stadium chairs and accessories.

1. **Quality of Product & Warranty**

Agency having the greatest overall financial return to the University shall receive a maximum of thirty (30) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* The quality, comfort and durability of the chair to be provided;
* Ease of Installation Process
* Storage and portability (on gameday and off-season)
  1. Game day rental chair backs will have to be provided in portable container
* The warranty of the product (length, replacement costs)

Remaining bids will receive points in accordance with the following formula:

**(a/b)(c) = d**

b = greatest overall financial bid in dollars

a = second (third, fourth, etc.) greatest overall financial bid

c = maximum points for Financial Return category (40)

d = number of points allocated to bid

**C. Best Offering**

All qualified proposals will be evaluated and an award will be made to the respondent whose proposal is deemed to provide the best offering to the University. This decision will be made in the sole discretion of the University.

**D. If Agreement Is Not Reached**

If an Agreement between the successful respondent and the University cannot be consummated to the University’s satisfaction, in a timely fashion, any award may be withdrawn. The University reserves the right to withdraw the award at any time, for any reason, prior to the execution of an Agreement document. Any changes to an Agreement that results from this RFP must be mutually agreed upon in writing by the respondent and the University. In the event the successful respondent does not execute the Agreement as required, the Agreement award may then be made to another respondent, or the University may decide to solicit new proposals.

**E. Cost of Proposal Preparation**

Any cost incurred by the respondent in preparing or submitting a response is the respondent’s sole responsibility. The University will not reimburse any respondent for any cost incurred for preparing or submitting a response.

**F. Oral Explanations**

The University will not be bound by oral clarifications, instructions, or responses to questions provided at any time during the process.

**G. Advertising**

In submitting a proposal, the respondent agrees not to use the results therefore as a part of any news or commercial advertising prior to receiving written approval from the University.

**H. Rights to Submitted Materials**

All responses, inquiries, or correspondence related to or in reference to the RFP, and any other reports, charts, displays, schedules, exhibits, or other documentation submitted by the respondents will become the property of the University when received. Respondents must be aware that, with the exception of information that would give advantage to competitors or bidders, all information submitted by them to the University may be subject to review under the Arkansas Freedom of Information Act.

**I. Competitive Offer/No Collusion**

The party signing a response to the RFP certifies that its response has not been arrived at collusively or otherwise in violation of any Federal or State of Arkansas antitrust laws. In submitting the proposal, the respondent agrees not to disclose its technical or cost information to any other sources, government or private, until after the opening date stated within the RFP specifications. The University may disqualify respondents not in compliance with this provision.

**J. Respondent’s Representative**

Each respondent shall submit the name, address, and telephone numbers of the person(s) with the authority to bind the respondent, answer any questions, or provide clarification concerning the proposal.

**K. Exceptions to RFP Specifications**

All respondents must include with their response any exceptions or enhancements to the RFP specifications, using **Attachment A**. It will be assumed by the University that the prospective Company accepts all terms and conditions as presented within the RFP unless specific exceptions are clearly stated within the written response. The University reserves the right to reject any exceptions taken to the RFP specifications. Any enhancements to the RFP specifications should be clearly stated and explained within the response, to be considered by the University in the evaluation process.

**L. Proposal Form Required**

All respondents should review the RFP specifications carefully and submit a response that fully complies with the requirements stated within the specifications. The RFP specifications will form the basis for any Agreement that may result from this process.

**M. Subcontractors/Joint Ventures**

If the respondent plans to subcontract the provision of any of the services or products described within the RFP, the respondent shall specify accordingly and respond to all questions raised regarding each proposed subcontractor. If a respondent plans a joint venture with another company, the respondent must disclose that fact and respond to all questions regarding each company involved in the joint venture. All subcontractors or other parties participating in a joint venture with the Company must comply with all terms of the Agreement.

**N. Oral Presentation**

Each respondent must be prepared to give an oral presentation of their proposal, if requested. This presentation would include a detailed analysis of how each of the requirements described in the RFP will be addressed, for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, respondents are cautioned that the evaluators are not required to request clarification or a presentation; therefore, all proposals should be complete and meet all RFP requirements. The University reserves the right to award an Agreement based on the submitted proposal without discussion.

**O. Stadium Chair Sample**

The proposal should clearly demonstrate the dimensions, materials, color, graphics, lettering, and any other characteristics of the proposed stadium chair(s). An example of the proposed stadium chair(s) should be submitted with the proposal. The acceptability of the selected Company’s proposed stadium chair is an integral part of the prospective Company’s proposal, and thus it must be provided with the response.

**P. References**

Bidders shall submit at least three (3) references from the management of other universities or organizations for whom the respondent has provided services similar to those outlined within the RFP specifications. Include agency name, address, phone number, contact person, contact phone number, and contact email address. Refer to **Attachment B** for format.

**IV. TIMELINE**

**A. Projected Dates and Activities**

04/27/2016 RFP released to prospective respondents

05/09/2016 Last date UAF will accept questions (no later than 12:00 PM CST) and issue an addendum

05/12/2016 Proposals due no later than 2:30 p.m. CST

05/20/2016 Intent To Award

05/30/2016 Final Agreement – Company must be prepared to take orders for stadium chair leases

08/01/2016 Begin the installation of the temporary stadium chairs

**Note: No award will be made at bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time.**

**B. Submissions and Public Opening**

Proposals will be publicly opened in the Purchasing Office, Room 321 Administration Building, The University of Arkansas, Fayetteville, Arkansas, 72701, at **2:30 p.m. CST, May 12, 2016**.

All responses must be submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

**Agencies must submit one (1) signed original and three (3) signed copies of their response.** Responses must be received at the following location prior to the time and date specified within the timeline this RFP:

**University of Arkansas**

**Business Affairs, Purchasing Division**

**Administration Building, Room 321**

**1125 W. Maple St**

**Fayetteville, Arkansas 72701**

One (1) copy of referenced or otherwise appropriate descriptive literature must accompany a submitted bid. **All bid documents must also be submitted on a CD-ROM or USB Flash drive** (labeled with the respondent’s name and the Bid Number), readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. Responses shall be publicly opened and announced at that time.

**NOTE: No award will be made at bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time.**

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above. **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed responses will be accepted. The Respondent remains solely responsible for insuring that its response is received at the time, date, and location specified. The University of Arkansas assumes no responsibility for any response not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Responses received after the time specified in this RFP will not be considered. **All responses received after the specified time will be returned unopened**.

**C. Services Commence**

The successful Company must be prepared to begin taking orders for stadium chair leases by May 30, 2016, and begin the installation of the temporary stadium chairs by August 1, 2016.

**D. Guidelines**

Respondents to this RFP must follow general Purchasing Department Guidelines outlined in the proposal.

**E. Acceptance Period**

Even though the University anticipates making a contract award in a timely fashion, the responses submitted shall be binding upon the respondents for 90 calendar days following the opening date. Any response that shortens the acceptance period may be rejected by the University, in its sole discretion.

**F. All Elements Valued/Negotiation Right Reserved**

The University places a value on all elements of this RFP. As such, after evaluation of proposals and selection of selected Company, the University reserves the right to further negotiate with the selected Company on any or all elements, and to award an Agreement at any time within 90 days after responses are opened, to anyone.

**G. Subject to Change**

All dates listed above are projections. The University may change any dates in its sole discretion.

**H. Award of Agreement**

The University reserves the right to issue an award which is in the best interest of the University. An Agreement will be awarded to the successful respondent who has, in the opinion of the University, best demonstrated competence and qualification for the type of products and services required at fair and reasonable prices/compensation and whose proposal is deemed to be in the best interest of the University.

Where Agreement negotiations with a respondent do not proceed to an executed Agreement within a time deemed reasonable by the University (for whatever reasons), the University may reconsider the proposals of other respondents and, if appropriate, enter into Agreement negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of 90 days after the due date and time for submission of proposals. The respondent and University agree that time is of the essence in all respects concerning the award of the Agreement and performance hereunder.

**I. Best and Final Offer**

The University of Arkansas reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach in the best interest of the institution.  In general, the “Best and Final Offer” will consist of an updated cost proposal in addition to an opportunity for the vendor to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted to the university. If the University of Arkansas chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions.  The official request for a “Best and Final Offer” will be issued by the University Procurement Department.

**V. GENERAL REQUIREMENTS OF ALL RESPONDENTS**

**A. General**

The University is seeking proposals from qualified companies to grant a license to provide temporary stadium chairs to attendees at home football games at Donald W. Reynolds Razorback Stadium. The license that will be granted through an Agreement that results from this RFP will be for the sole and exclusive right to lease approved products in approved areas of Donald W. Reynolds Razorback Stadium. Any dispute as to whether an area is available or a product can be leased will be resolved by the University in its sole discretion.

**B. Quality of Services**

The selected Company and its employees shall understand that they will be working in an institution of higher learning, and they will be required to conduct themselves in a manner that is commensurate with that environment. The selected Company and its employees and any subcontractors shall do all things reasonably necessary or required by the University to maintain the highest standard of quality and management for the operations outlined within the contract. The proposal details the expectations for service standards by the selected Company and its employees and subcontractors.

**C. Company’s Expense**

The Company at its expense shall furnish all products, labor, tools, supplies, transportation, insurance, permits, licenses and any other expenses necessary to fully perform all aspects and phases of this RFP.

**D. Product Approval**

The University reserves the right to approve all products leased during events held at UA athletic venues. The proposal should clearly demonstrate the dimensions, materials, color, graphics, lettering, and any other characteristics of the proposed stadium chair(s).

An example of the proposed stadium chair(s) should be submitted with the proposal. The acceptability of the selected Company’s proposed stadium chair is an integral part of the prospective Company’s proposal, and thus it must be provided with the response.

The University reserves the right to require the successful Company to alter the product offering (within their proposed product line). The successful Company must be willing and able to immediately comply with requests to alter the stadium chair.

**E. Product Pricing**

The University reserves the right to approve all pricing for products. Any requests for price changes by the selected Company for products provided under this Agreement will require the specific and advance approval of the University. If the selected Company desires to make changes in the price, quality, or quantity of products provided hereunder, the selected Company must submit the requested changes and justification for the changes in writing to the Department of Athletics. Requests for price changes must be submitted no later than January 1 to become effective March 1 of each contract year. These requests must be accompanied by local pricing surveys of similar institutions to ensure that the requested price(s) are in line with the market. The University will either approve or disapprove the changes within thirty (30) working days after receipt of the request.

**F. Quality**

All items provided shall be of high quality. The Company shall warrant that the items shall be properly manufactured and installed. The Company shall not use or offer products that are defective. The University reserves the right to approve of all stadium chairs, as to quality, size, and appearance, and to approve of any messages or advertising appearing on the stadium chairs.

**G. New Stadium Chairs Required**

The Company will be responsible for providing new stadium chairs at the inception of this agreement. During the course of the Agreement, the Company will be responsible for replacing any defective or worn stadium chairs, at Company’s expense. In addition, the successful respondent must provide all equipment and materials required to sell, install, and store stadium chairs.

**H. Costs of Maintenance and Repair**

The University is not responsible for any costs associated with the maintenance of or repair of any equipment, materials, or products provided by the Company.

The Company shall be required to insure its own equipment and supplies against any hazard, including hazards or damage occasioned by the University’s failure to keep the premises in repair, by or from broken or leaking plumbing, gas, water, steam, or pipes in, above, upon, or about the facilities, and by or from the acts or omissions of the University, their agents, officers, or employees, or others.

**I. Facilities**

The University agrees that it will make UA athletic facilities reasonably available, as is, where is, to the Company for the purposes of the Agreement. Company may inspect said facilities, and accepts same. Nothing herein shall be construed to prevent the University from temporarily or permanently altering, closing, or reducing the size or capacity of Donald W. Reynolds Razorback Stadium, removing any hawking area from the venue, or from moving events, on an intermittent basis, to an off-campus facility. Nothing herein shall be construed to prevent the University from discontinuing, temporarily or permanently, any teams or sports. The Company and its’ subcontractors shall take good care and maintain the University facilities, reasonable wear and tear excepted. If the University deems a facility to be in disrepair due to damage, neglect, or negligence by the Company or its’ subcontractors, the University reserves the right to make repairs to such facility at the Company’s expense.

**J. Cleaning and Service of Equipment and Service Areas**

The selected Company shall be responsible for the frequent cleaning and servicing of all stadium chairs and the routine cleaning of all areas related to its services and operations. This shall include the removal of materials to the outside trash and recycle collection receptacles. The selected Company is expected to conscientiously and consistently attend to defects as soon as possible. The University reserves the right to enforce specific cleaning and servicing requirements. If an area or product is deemed unacceptable by the University, in its’ sole opinion, the University reserves the right to have the area or product cleaned or repaired at the Company’s expense.

**K. Staffing**

In addition to the staffing requirements set out elsewhere, the following apply. All staffing will be employed and adequately supervised by the Company. Said staff will be clean, neat, courteous, and properly attired. No current student athletes will be employed. The Company shall be responsible for the conduct of their employees, staff, vendors, volunteer workers, and other representatives including, without limitation, training and informing them that profanity, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators and customers is impermissible and will not be tolerated. Should the University receive complaints about such behavior or conduct, it shall promptly notify the Company, and same shall agree to promptly resolve any such complaints, including, without limitation, removing or replacing any individual whose work or performance is the basis of the complaint if the problem is not promptly cured.

**L.** **Sponsors**

The University reserves the right to deny any sponsor or graphic placed on stadium chairs. The University also reserves the right to require a sponsor or graphic be placed on new stadium chairs.

**M. Proposed Style of Operation/Service Plan**

The prospective Company’s proposal must contain detailed information describing the manner in which the respondent plans to discharge its responsibilities. It is essential that proposal evaluators have a clear understanding of the operational concepts the prospective Company intends to apply. The prospective Company’s proposal should include details of the sales, marketing, fulfillment, customer service, and game-day staffing plans for all operations with an organizational chart describing the proposed organizational structure, including all subcontractors to be utilized. The functions and basic responsibilities of management and supervisory positions should be outlined. The selected Company’s working relationship with University staff should be well thought out and presented as a part of the respondent’s proposal.

**N. Laws, Ordinances, Rules, Regulations, and Licenses**

The selected Company shall observe and obey all laws, ordinances, regulations and rules of the University, and the Federal and State government, which may be applicable to the operations outlined within the Agreement, including the Americans with Disabilities Act.

**O. Taxes**

The selected Sponsor will be responsible for the collection and payment of any State, City, County, and Local sales taxes, license fees, or other levies or assessments imposed by said governmental entities, including any current or future package recycling fees, as a result of the selected Company’s operations hereunder.

**P. Indemnification**

The selected Company, at its sole cost and expense, shall assume all liability for and agrees to indemnify and hold harmless The Board of Trustees of the University of Arkansas, its member institution The University of Arkansas, Fayetteville, and it’s respective agents, officers, and employees, from and against any and all claims, liabilities, and costs, by or on behalf of any person, firm, corporation, or governmental authority arising out of, attributable to, or related or in connection with any of the services, activities, operations or obligations provided for, undertaken, delivered, performed, or otherwise conducted pursuant to or in accordance with this RFP or any Agreement resulting here from, including without limitation, any and all claims for injury or death to persons or damage to property, and all costs, court costs, attorney fees, expenses and liabilities related thereto. The Company shall defend, at its sole cost and expense, by counsel approved by the University, any and all such claims. Further, the Company shall assume full responsibility for payment of all Federal, State and Local taxes or contributions imposed or required under unemployment insurance, social security, workmen’s compensation and income tax laws, with respect to the selected Company’s employees engaged in the performance of the agreement.

**Q. Non-Discrimination**

The selected Company agrees and warrants that in the performance of the Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, age, gender, religion, national origin, marital or parental status, or sexual orientation in any manner prohibited by the Laws of the United States or the State of Arkansas.

**R. University of Arkansas Rules**

The University shall have the right to, and may adopt and enforce, reasonable rules and regulations with respect to the use of premises at the University of Arkansas and related facilities, which the selected Company agrees to observe.

**S. Risk of Loss**

The selected Company shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University or its affiliates for any losses incurred in association with this RFP or Agreement. The University shall not be responsible for any damage to merchandise or other equipment in case of vandalism, break-in, or burglary, power failure due to hurricane, tornado, electrical storms, or other acts beyond the control of the University or its affiliated entities. The selected Sponsor shall maintain, during the life of this contract, minimum insurance requirements as detailed in the proposal.

**T. Garbage Removal**

The selected Company will be responsible for removing all empty cartons from each service area to the nearest trash or recycle collection receptacle located outside of each venue. The Company will be responsible for cleaning the areas in and around the vicinity of all hawking areas immediately following the closing of stadium chair operations for each event. Total clean-up should be completed no later than 5:00 p.m. on the day following any event. The University reserves the right to enforce specific garbage removal requirements. Should the Company not clean these areas to the satisfaction of the University, the University may have the areas cleaned at the expense of the Company.

**U. Payments**

Payments should be remitted within thirty (30) days following the completion of the home football season to: Attn: Athletic Business Office, University of Arkansas, PO Box 7777, Fayetteville, AR 72702.

**V. Minimum Guarantees**

The minimum guaranteed commission rates and minimum annual guaranteed commissions to the University should be included in the Company’s response to the RFP.

**W. Accounting Records**

The selected Company will retain separate books, records and accounts relating to the operation of this Agreement in a form and manner satisfactory to the University. At the close of each football season the selected Company will provide the University with a summary sales revenue and commissions statement for all product sales occurring under this Agreement. The University reserves the right to request additional sales data to be reported on a more regular basis. The selected Company shall submit to the University within thirty (30) days following the end of the home football season an audited statement of sales revenue and commissions paid to the University.

**X. Security**

On or before the effective date of any Agreement that results from this RFP, and at all times during the Agreement, the selected Company shall furnish and deliver to the University security, in the form hereinafter described, in an amount equal to the full amount of the annual guarantee to secure the payment of all monies that are due and payable or that are to become due and payable under the Agreement and to secure the proper performance by the selected Company of its obligations hereunder. The selected Company shall furnish and deliver as security required by this paragraph a letter of credit, the letter of credit shall be a clean, irrevocable, unconditional stand-by, sight letter of credit. The University will have the right to approve the issuing bank and the form of the letter of credit. In the event the selected Company shall default in the performance of the referenced Agreement or shall fail to pay all or any portion of the annual guarantee or other funds when the same shall become due and payable, or if the Agreement shall terminate at a time other than at the end of an Agreement year, then in any of such events the University shall be entitled to negotiate and/or withdraw and to receive payment from the security furnished and delivered pursuant to the Agreement. Failure to deliver the required security or failure to maintain said security throughout the term of the Agreement shall be a material breach and entitle the University to immediately terminate the Agreement.

**Y. Prohibited Products**

No illegal products may be sold as part of this Agreement.

**Z. Funding Out Clause**

If, in the sole discretion of the University, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, then the University will not be obligated to pay any further charges for services, beyond the end of the then current period. The Company will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar service from a third party.

**AA. No Assignment by Sponsor**

It is mutually understood and agreed that the Company shall not sell, assign, transfer, convey, sublet, or otherwise dispose of its Agreement, or its right, title or interest therein, or its power to execute such Agreement, to any other person, firm, or corporation. The Company shall not assign by power of attorney or otherwise, any of the money, which is to become due and payable under an Agreement resulting from this RFP. Failure to comply with this requirement will result in the cancellation of the Agreement.

**BB. Indicia**

The respondents and the Company acknowledges and agrees that the University owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to the University of Arkansas that are adopted and used or approved for use by the University (collectively the “Indicia”) and that each of the Indicia is valid. Neither any respondent nor Company shall have any right to use any of the Indicia or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the University without compensation.

**CC. Disclosure Statement**

If respondent or any owner, officer, partner, board or director member, employee, or holder of more than 10% of the fair market value of your firm or any member of their households is an employee of the University of Arkansas, this information must be included in your RFP response by completion of Governor’s Executive Order 98-04 Contract and Grant Disclosure and Certification form. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.

If respondent or any owner, officer, partner, board or director member, employee or holder of more than 10% of the fair market value of your firm or any member of their households is an employee of the University of Arkansas; and you or your firm is awarded a contract as a result of this Request for Proposal, the completion of Governor’s Executive Order 98-04 Contract and Grant Disclosure and Certification form is required.

By accepting payments agreed to in any purchase order resulting from this bid, respondent certifies that to its knowledge no University of Arkansas employee or official and no family members of any of the same, will receive a benefit from these payments, except as has been previously disclosed, in writing, on Governor’s Executive Order 98-04 Contract and Grant Disclosure and Certification form.

**DD. Federal Law**

**Equal Opportunity Employment** and **Certification of Contracting with Illegal Immigrants Statement:** Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is $25,000 or greater **certify**, *prior to the award of the contract*, that they do not employ or contract with any illegal immigrants. Respondents are to certify online at: <http://www.arkansas.gov/dfa/procurement/pro_immigrant.html>

**Americans with Disabilities Act -** The ADA prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications.

**EE. Company’s Employees and Agents**

The Company shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, the Company agrees to take all necessary measures to prevent injury and loss to persons or property while on the University premises. The Company shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Company or any of its agents or employees. Company employees shall conduct themselves in a professional manner and shall not use the University’s facilities for any activity or operation other than the operation of the stadium chair lease program as herein contained. The University reserves the right to deny access to any individual. The following conduct is unacceptable for the Company’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. The Company shall require standard criminal background checks on all employees of the Company in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the University campus or reported to the University for review and approval in advance of the performance of any on-campus duties.

**FF. Standards for Service and Delivery Employees and Subcontractors**

The selected Company must provide sufficient service representatives on the premises of the University to fulfill the requirements of the stadium chair lease program, including attending to all customer service and stadium chair malfunctions. All employees providing any type of service to Company or University are to be uniformed personnel with name badges or other identification prominently displayed. The selected Company must provide its employees and those of its subcontractor(s) with proper instructions and training in customer relations as well as the functional job requirements. All selected Company employees and subcontractors are to fully understand that their primary responsibility is to provide service to the University and its patrons. All selected Company vehicles must be identified with the Company’s name and parked in designated areas and in accordance with established campus parking regulations. The University reserves the right to require the immediate removal of any selected Company employee or subcontractor employee who the University feels is inappropriately conducting himself/herself while performing the services associated with the Agreement.

**GG. Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by the University of Arkansas and on and within all vehicles on University property, and on and within all University vehicles at any location.

**HH. Strikes**

In the event of a strike by vehicle drivers, manufacturers, or other Company employees, the Company shall continue to provide service by sub-contracting or leasing from another provider or any other available method. Any failure for any reason to substantially perform is cause for immediate termination or suspension of the Agreement in whole or in part at the discretion of the University.

**II. Force Majeure**

Neither party will be liable for losses, defaults or damages which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it in any Agreement resulting from this RFP because of acts of God, the public enemy, acts of government, earthquakes, floods, typhoon, civil strife, fire, or other causes beyond the reasonable control of the party so delayed in or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

**JJ. NCAA and SEC**

The Company shall at all times comply with all NCAA and SEC rules and regulations, and the rules of any other conference or association to which University’s athletic teams may belong. The Agreement may be terminated for any such violations by the Company.

**KK. Human Rights Policy**

All respondents must be committed to protecting the human rights of workers and to protecting the environment throughout the world. Respondents must be bound by and adhere to the Collegiate Licensing Company Labor Code of Conduct (as amended by the University of Arkansas) and must include in the proposal the respondent’s Human Rights Policy and any other Business Codes of Conduct policies.

**LL. Future Athletic Facilities Expansion/Renovation/Construction**

In the event Donald W. Reynolds Stadium expands or is renovated at any time during the existence of the Agreement, the parties agree that the amount of the annual financial guarantee shall be increased in proportion to the amount of capacity created by the change.  The parties will negotiate in good faith with regard to the same.

**MM. Additional Obligations of the University**

The University will provide the Company with:

* Necessary working passes for employees of such Company to enter the athletic facilities at designated times and in designated areas on game days.
* Use of designated areas for hawking and servicing of stadium chair program.
* Use of existing trash and recycling receptacles.
* Schedule of events, required service, and times of service.

**NN. Additional Obligations of Company**

The Company agrees to the following:

* Professional management and operation of the stadium chair lease program as specified herein, including providing adequate staffing.
* Installation of stadium chairs by **August 15, 2016**.
* Storage of stadium chairs at an offsite location at Company’s expense.
* Contract for goods, services, and employment in the Company’s name, with no implication of the University directly or by inference in any transactions.
* Game-day hawking may be operated in designated areas (as approved by the University) at any time after event gates are opened.
* Comply with all local, state, and federal public health and fire code regulations applicable to these services, including, without limitation, the safe installation and maintenance of the stadium chairs.
* Promptly cure any violations or deficiencies noted.
* Security of service areas, equipment, and product.
* Train staff and workers, including any service organization groups, in proper installation and handling practices before allowing such persons to begin work. Comply with University parking requirements at the Company’s expense.
* Prompt payment of commissions and other amounts due to the University.

**VI. RFP RESPONSE CHECKLIST**

Responders are cautioned to exercise care in the preparation and submission of their proposals. The following items are particularly important for the response:

* Sealed proposals must be in the University of Arkansas Office of Business Affairs no later than 2:30 p.m. CST on **May 12, 2016**.

Proposals shall include the following:

* Company information.
* Administrative organization and support structure.
* Names and bios for the key management team that will be assigned to the University operation.
* References of comparable stadium chair lease operations, preferably with BCS level athletics programs.
* Copy of the most recent audited financial statement for Company.
* Detailed information describing the manner in which the respondent plans to discharge its responsibilities, including details of the staffing plan for all operations with an organizational chart describing the proposed organizational structure, including all subcontractors to be utilized.
* Products and quality standards that Company proposes to offer, and whether the products will be manufactured, installed, and serviced by the Company or a subcontractor. List the names of subcontractors being proposed.
* Dimensions, materials, color, graphics, lettering, and any other characteristics of the proposed stadium chair(s). An example of the proposed stadium chair(s) should be submitted with the proposal.
* A comprehensive list of all stadium chairs that will be offered, the prices to be charged for each stadium chair lease and the related commission rate(s) to be paid to the University for each product category.
* Terms of the financial proposal, including commission payments and annual financial guarantees.
* Detailed information of any new or creative product offerings, equipment upgrades, or service plans that are being proposed to enhance customer experiences and contribute to overall financial growth of the stadium chair lease program.
* Clear description of the sanitation and maintenance programs that will be followed.
* Clear description of the employee training programs that will be followed.
* Clear description of Company’s proposed programs that demonstrate a commitment to sustainability and corporate responsibility.
* List of any requirements for which your proposal may be contingent.
* Clearly mark any proprietary material. This shall not include any commission, pricing, or payment information.
* A sample of the stadium chair(s) being proposed
* The response form must have the prospective Company’s original signature to be valid. Failure to sign the response will eliminate respondent from consideration.

All prospective Companies submitting a proposal must submit one **(1) signed original and three (3) signed copies** of their response. One (1) copy of referenced or otherwise appropriate descriptive literature must accompany a submitted bid. **All bid documents must also be submitted on a CD-ROM or USB Flash drive** (labeled with the respondent’s name and the Bid Number). Prospective Companies who fail to follow this format may be disqualified from the evaluation and award phase.

All responses must be submitted in a sealed envelope with the response number clearly visible on the **OUTSIDE** of the envelope. No responsibility will be attached to any person for the premature opening of a response not properly identified. No call-in, emailed, or faxed responses will be accepted. Responses by overnight delivery should be sent by UPS, Federal Express, DHL, or Airborne for direct delivery to The University of Arkansas Purchasing Department, 1125 W. Maple, ADMIN 321, Fayetteville, AR 72701.

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. The respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

**ATTACHMENT A**

**EXCEPTIONS TO THE RFP**

(Refer to section III.K)

**ATTACHMENT B**

**BIDDER INFORMATION/REFERENCE**

(Refer to section III.P)

Bidders shall submit at least three (3) references from the management of other universities or organizations for whom the respondent has provided services similar to those outlined within the RFP specifications. Include agency name, address, phone number, contact person, contact phone number, and contact email address.

Bidder must provide the following information as part of this proposal:

1. Respondent Representative

Contact Name

Telephone

Email Address

Address

2. References of your current customer(s):

a. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

b. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

c. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

**ATTACHMENT C**

**OFFICIAL PRICE SHEET**

(Refer to section III.B.3.)

Please complete the price sheet as provided below and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for 90 days following the bid response due date and time.**

The University will not be obligated to pay any costs not identified accordingly. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

|  |  |
| --- | --- |
| *DESCRIPTION* | *TOTAL* |
| Pricing of stadium chairs and accessories | $ |
| Other | $ |
|  | **$** |