

**Request for Proposal (RFP)**

**RFP No. 6122015**

**Athletics Media Buying & Planning Agency of Record**

**PROPOSAL RELEASE DATE: Friday, June 12, 2015**

**PROPOSAL DUE DATE: Tuesday, June 30, 2015**

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

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

**Business Affairs - Procurement**

**Administration Building, Rm 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1.** **DESCRIPTION AND OVERVIEW OF RFP**

The University of Arkansas (UAF), on behalf of the Department of Athletics, is seeking proposals from qualified agencies to select the best Media Buying and Planning Agency to drive ticket sales and track overall revenue generated relating to football, men’s basketball, women’s basketball and baseball. By submitting a response to this RFP, Bidder agrees to all terms and conditions specified herein.

The issuance of this RFP and acceptance of Proposals by the University does not obligate the University in any way nor limit its right to negotiate in its best interest with any Bidder. While the Owner intends to solicit, receive, and review the submitted Proposals to this RFP, and to make an award based upon such Proposals, the Owner reserves the right to make awards in its sole discretion and/or shall not be obligated to make any award whatsoever. Further, the Owner reserves the right to extend, cancel, or modify this RFP at any time, with or without making an award, and to take such action without creating any obligation to the Bidders. The University assumes no contractual or other obligations, nor are any intended by the issuance of this RFP.

1. **Rights Subject to RFP**: The University of Arkansas Department of Athletics desires a contract with a Media Buying and Planning Agency to drive ticket sales and track overall revenue for the following University of Arkansas sports:

* Football
* Men’s Basketball
* Women’s Basketball
* Baseball
* Gymnastics

UA Athletics is a member of the Southeastern Conference (SEC) and is a National Collegiate Athletic Association (NCAA) Division I Intercollegiate Athletics Department. UA Athletics sponsors nineteen (19) varsity NCAA sanctioned sports programs.

1. **Goal of the Process**: The goals of the RFP process include: Provide effective advertising and media buying strategies to drive ticket sales and generate revenue for UA Athletics.
2. **Term:** The term of the Agreement will be a one (1) year exclusive term, with a one (1) year extension available at the University’s discretion following the initial contract term. The Agreement will commence upon signature by both parties and continue through the termination date of June 30, 2016, unless extended to June 30, 2017.
3. **Best Response Required:** Each prospective Company must present its best comprehensive proposal covering the areas outlined in this RFP. 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.

1. **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 60 days after responses are opened.
2. **Multiple Awards Possible:** The University reserves the right to issue an award on an all-or-none or per-item basis, whichever is in the best interest of the University. It is the intent of the University to award an Agreement to the respondent(s) deemed to be the most qualified and responsible Company(s), who submits the best overall proposal based on an evaluation of all responses, as determined in the complete and sole discretion of the University.
3. **Minimum Expectations:** All respondents must review the RFP requirements carefully and develop a response that meets or exceeds the minimum expectations outlined within this RFP document.

**2.** **OVERVIEW OF UNIVERSITY OF ARKANSAS AND RAZORBACK ATHLETICS**

1. **The University of Arkansas**

The University of Arkansas, the State of Arkansas's oldest public university and flagship of the University of Arkansas System, is a senior comprehensive doctoral-level research institution. Its mission is to advance the intellectual and social condition of the people of the State through quality programs of teaching, research, and service**.**

Since 2008, university enrollment has grown by more than 5,300 students – an increase of almost 28 percent. The University of Arkansas has also earned the Carnegie Foundation’s highest research classification making it one of only 108 institutions in the country – and the only school in the state – to hold that distinction.

The enthusiasm and affinity for the University extends far beyond the campus. There are more than 130,000 living University of Arkansas alumni all over the world, with 35 active alumni chapters of The University of Arkansas worldwide.

***Quick Facts***

Location: Fayetteville, Arkansas

Founded: 1871

Chancellor: G. David Gearhart

Endowment market value: $70 million (end of FY 2012)

Research expenditures: $120 million (FY 2011)

Student Enrollment: 24,537 (Fall 2012)

Faculty: 1,203

Staff: 2,935 full-time; 78 part-time (Fall 2012)

1. **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.

In 2013-14, University of Arkansas student-athletes were busy adding new accomplishments to the rich tradition of Razorback Athletics while reaffirming the program’s standing among the top all-sport programs in the nation. Arkansas finished 28th in the 2013-14 Learfield Sports Directors Cup Standings, a year-long measure of intercollegiate athletics programs’ success.

Host to more than 200 home athletic competitions, the University of Arkansas was one of two institutions in the nation to rank in the Top 30 in average attendance for football (61,596), men’s basketball (14,023) and baseball (8,234).

Razorback Athletics has an annual estimated economic impact of $153.6 million and will generate an economic impact of more than $1 billion in the next five years according to a recent independent study by the Center for Business and Economic Research at the University of Arkansas.

**3. VENDOR REFERENCES**

The University reserves the right to request or obtain additional information. Respondents must supply, with the bid, at least three (3) reference accounts, preferably in higher education, (including persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. Respondents must also provide contact information for two former customers that have left your services in the last three years. The University reserves the right to contact or visit any of the supplier’s current and/or past customers to evaluate the level of performance and customer satisfaction. **See Appendix I for format.**

**4. RESPONDENTS RESPONSIBILITY TO READ RFP**

It is the Respondent's responsibility to thoroughly examine and read the entire RFP document. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract.

**5. PROJECTED TIMETABLE OF ACTIVITIES**

The following schedule will apply to this RFP, but may change in accordance with the University's needs:

6/12/15: RFP released to prospective respondents

6/23/15: Last date/time bidder questions will be accepted 5:00 PM CST

6/25/15: Last date any Addenda will be issued

6/30/15: Proposal submission deadline 2:30 PM CST

July 6-7: Vendor Presentations (if necessary)

July 13: Intent to Award (contract negotiations begin upon official intent to award)

**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.**

**6. CONTRACT TERMINATION**

Upon award, the contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Proposer for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The terms, conditions, representations, and warranties shall survive the termination of the contract.

In addition, either party may terminate the contract at any time without cause, by giving the other not less than thirty (30) days prior written notice of its intent to terminate.

**7. GENERAL INFORMATION FOR BIDDERS**

**7.1 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.

**Bidder Questions and Addenda:** Bidder questions concerning all matters of this RFP should be sent via email to:

Whitney Smith, Procurement Coordinator

Office of Business Affairs

[wesmith@uark.edu](mailto:wesmith@uark.edu)

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the University of Arkansas bid solicitation website: <http://hogbid.uark.edu/index.php>. During the time between the bid opening and contract award(s), with the exception of bidder 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.

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 Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**7.2 Agency 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. The Company and its employees shall understand that they will be working on behalf of an institution of higher learning, and they will be required to conduct themselves in a manner that is commensurate with that environment. The Company and its employees 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. 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 and performance of services as herein stated. 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.

**7.3 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.

**7.4 Disputes**

The successful vendor and the University agree that they will attempt to resolve any disputes in good faith. The vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**7.5 Conditions of Contract**

The successful bidder shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of work. The successful bidder shall indemnify and save harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder. The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles.

**7.6 Contract Information**

Respondents should note the following regarding the State’s contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of agency response:

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

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

2. To indemnify and defend that party for liability and damages.

3. Upon default, to pay all sums that become due under a contract.

4. To pay damages, legal expenses, or other costs and expenses of any party.

5. To continue a contract once the equipment has been repossessed.

6. To conduct litigation in a place other than Washington County, Arkansas.

7. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UAF should:

1. Remove any language from its contract which grants to it any remedies other than:

- The right to possession.

- The right to accrued payment.

- The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge in its contract that contracts become effective when awarded by the University Purchasing Official.

**7.7 Reservation**

This RFP does not commit UAF to award a contract, to pay costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. UAF reserves the right to accept or reject (in its entirety), any response received as a result of this RFP, if it is in the best interest of the University to do so. In responding to this RFP, respondents recognize that the University may make an award to a primary vendor; however, the University reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

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

**7.8 Default**

In the event that the contractor fails to carry out or comply with any of the Terms and Conditions of the contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days, and in the event the Proposer fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

**7.9 Non Waiver of Defaults**

Any failure of the University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the University at any time to avail itself of same.

**7.10 Independent Parties**

Vendor acknowledges that under this contract it is an independent vendor and is not operating in any fashion as the agent of the University. The relationship of the vendor and University is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**7.11 Governing Law**

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

**7.12 Proprietary Information**

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.

**7.13 Disclosure**

Disclosure is a condition of this contract and the University of Arkansas cannot enter into any contract for which disclosure is not made.

Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the

individual or anyone who owns or controls the business is a member of the Arkansas

General Assembly, constitutional officer, state board or commission member, state

employee, or the spouse or family member of any of these. If this applies to the bidder’s

business, the bidder must state so in writing.

Bidders shall clearly identify in the Proposal if any subcontractors will be utilized to fulfill the

Project. Bidder shall provide sufficient detail to demonstrate the subcontractor’s ability to

meet the requirements and delivery schedule of UAF. Any construction subcontract doing

work in the amount of $20,000 or more shall also be licensed in the State of Arkansas at the

time of bid submittal. Each subcontractor shall execute a confidentiality agreement with

Bidder that is at least as protective of UAF as those terms and conditions set forth in the

Confidentiality Agreement between UA and the Bidder. Bidder shall furnish each such

subcontractor confidentiality agreement to UA. Under no circumstances shall Bidder make

any information available from this RFP to a third party without having signed a

confidentiality agreement with the third party and provided same to UAF.

**7.14 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the University of Arkansas. Such notice must be received by the University Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

**7.15 Prime Contractor Responsibility**

Single and joint vendor bids and multiple bids by vendors are acceptable. However, the selected bidder(s) will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the award of this RFP.

**7.16 Period of Firm Proposal**

Financial proposal must be kept firm for **at least 60 days** after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period than indicated here. If no period is indicated by the Respondent in the Proposal, the proposal will be firm for 60 days or until written notice to the contrary is received from the Respondent, whichever is longer.

**7.17 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University Purchasing Official, in writing, and the University of Arkansas shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**7.18 Award Responsibility**

The University Purchasing Official will be responsible for award and administration of any resulting contract(s). The University reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Bidders.

Contract(s) will be awarded to the Bidder(s) whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of the University, best meets the overall goals and financial objectives of the University. A resultant contract will not be assignable without prior written consent of both parties.

Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by The University of Arkansas (for whatever reasons), The University of Arkansas 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 60 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 contract and performance hereunder.

**7.19 Confidentiality and Publicity**

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University of Arkansas. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of the University of Arkansas.

News release(s) by a vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the University Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the respondent's bid. The University Purchasing Official will not initiate any publicity relating to this procurement action before the contract award is completed.

Employees of the company awarded the contract may have access to records and information about University processes, employees, including proprietary information, trade secrets, and intellectual property to which the University holds rights. The company agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority.

**7.20 Respondent Presentations**

The University of Arkansas reserves the right to, but is not obligated to, request and

require that contenders determined by the Evaluation Committee provide a formal

presentation of their Proposal at a date and time to be determined by the Evaluation

Committee. Respondents are required to participate in such a request if the University of

Arkansas chooses to engage such opportunity.

**7.21 Excused Performance**

In the event that the performance of any terms or provisions of this Agreement shall be

Delayed or prevented because of compliance with any law, decree, or order of any

governmental agency or authority, either local, state, or federal, or because of riots, war,

acts of terrorism, public disturbances, unavailability of materials meeting the required

standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any

other reason whatsoever which is not within the control of the party whose performance is

interfered with and which, by the exercise of reasonable diligence, such party is unable to

prevent (the foregoing collectively referred to as "Excused Performance"), the party so

interfered with may at its option suspend, without liability, the performance of itsobligations

during the period such cause continues, and extend any due date or deadline for

performance by the period of such delay, but in no event shall such delay exceed six (6)

months.

**7.22 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.

**7.23 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.

**7.24 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.

**7.25 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of the University of Arkansas and that interpretation shall be final.

**7.26 Time is of the Essence**

Vendor and University agree that time is of the essence in all respects concerning this contract and performance herein.

**7.27 Complete Response**

It shall be the responsibility of the bidder to 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. The Respondent must demonstrate that it has the operational experience, financial resources and personnel necessary to successfully provide the services specified in this RFP. A Respondent must be financially solvent.

**7.28 Limitation of Liability**

Each Bidder, by submitting a Proposal, agrees that any costs incurred by the Bidder in responding to this RFP, or in support of activities associated with this RFP, will be borne by the Bidder. The Owner shall incur no obligation or liability whatsoever to Bidder or any third party by reason of the issuance of this RFP or by actions of Bidder or any third party. This RFP does not commit the Owner to reimburse Bidders for any cost incurred in the submission of a Proposal or in making necessary studies or designs for the preparation thereof, nor does it commit the Owner to procure or contract for the services or material provided therein.

**7.29 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.

**7.30 Proposal Validity**

Bidders shall include the following items in summary:

* Qualifications
* Experience
* Name, title, and background information of proposed project team members
* Name, address, phone number, and email of key contact person
* Proposed method of doing work
* Examples of projects of similar size and scope
* Three references including addresses, phone number, and contact person’s name for the management of other universities or organizations for whom the respondent has provided services similar to those outlined within the RFP specifications.
* See RFP checklist for additional responsibilities.

**7.31 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.

**7.32 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.

**7.33 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 month’s accounting period the selected Company will provide the University with a summary sales revenue and commissions statement for all ticket sales occurring under this Agreement by event for the month’s operation and year-to-date. The University reserves the right to request that additional sales data be reported on a monthly basis. The selected Company shall submit to the University within sixty (60) days following the close of the University fiscal year an audited statement of sales revenue and commissions paid to the University; along with the Company’s most recent audited financial statements.

**8. INSTRUCTION TO BIDDERS**

**8.1** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. The University of Arkansas is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Bidders.

**8.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Bidders can insert responses into the document provided, or create their own response document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, bidders must ‘acknowledge’ each section of our document in their bid response.

In the event that a detailed response is not necessary, the respondent shall state “ACKNOWLEDGED” as the response to indicate that the respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Bidder’s required responses should contain sufficient information and detail for the University to further evaluate the merit of the vendor’s response. Failure to respond in this format may result in bid disqualification.

**8.3**Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

**8.4** 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, on the proposal due date. 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, one (1) signed copy, and one (1) electronic copy of their proposal.** Proposalsmust be received at the following location prior to the time and date specified within the timeline this RFP:

University of Arkansas, Fayetteville

Office of Business Affairs - Procurement

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. **Electronic copies must be provided 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**.

**8.5** For a bid to be considered, an official authorized to bind the respondent to a resultant contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the response as required will eliminate it from consideration.

**8.6** The contract resulting from this RFP will be developed in accordance with the requirements of this RFP. The RFP, the bidder’s proposal, and any other official documents and correspondence will become part of the resultant contract.

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

* + - * 1. Failure of the bidder to submit the bid(s) and bid copies as required in this RFP on

or before the deadline established by the issuing agency.

* + - * 1. Failure of the bidder to respond to a requirement for oral/written clarification, presentation, or demonstration.
        2. Failure to submit a complete and thorough response.
        3. Failure to supply vendor references if required.
        4. Failure to sign an Official Bid Document.
        5. Failure to complete the Official Bid Price Sheet, if applicable
        6. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

The University of Arkansas reserves the right to:

* Make all decisions regarding this proposal, including, without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this RFP.
* Accept, reject, or negotiate modifications in any terms of bidder’s proposal or any part thereof, and to waive informalities.
* To reject any or all proposals received.
* Reject any/all requested sections of proposal.

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

**9. 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.

**10. COMPANY OVERVIEW**

The supplier shall provide a general overview of the company including the following information:

* Foundation date
* Description of core activities
* Major company locations
* Total number of clients
* Total number of clients in higher education
* Current financial status and revenues – Overview only

**11. 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.

**12. EVALUATION AND 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 Procurement 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 or respondents, 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. The University reserves the right to issue an award on an all-or-none or per-item basis, whichever 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 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 60 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.

It is the intent of the University to award an Agreement to the respondent(s) 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 items listed below.

1. **Complete/Thorough Proposal**

Agency with the highest rating shall receive fifty (50) 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 Company’s proposed commitment to its relationship with the University and customers, including but not limited to developing effective media buying and planning strategies to drive ticket sales and generate revenue for UA Athletics.
* Detailed proof of all requested qualifications and specified services
* A detailed list of data sources the company will use to plan and define the media buying strategy.
* Project timeline (capacity to complete the project within realistic timeframe)

1. **History and Past Performance**

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 Profile/overview
* Relevant experience
* Demonstration of the selected Company’s prior successful experience with the specified activities.
* Availability and experience/competence of agency personnel
* References

1. **Financial Proposal**

Agency having best financial proposal, shall receive thirty (30) points. Points shall be assigned based on factors within this category, to include financial return to the University, among other factors such as:

* The highest percentage of media buy money going directly to purchase media
* The lowest inclusive monthly retainer
* The lowest cost and most extensive data sources available for developing buying and planning strategies.
* The best ratio of return for media barter (includes all-inclusive creative fee per month/per year and all creative and production charges by medium and by sport)
* Ability to accept other forms of payment, including the trade of tickets to sporting events, in lieu of cash.

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.

**APPENDIX I: Bidder Information/Reference**

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) as specified in **Section 3** of this RFP document:

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

3. Contact information for two former customers that have left your services in the last three years as specified in **Section 3** of this RFP document:

a. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

b. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

**APPENDIX II: Required 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 Tuesday, June 30, 2015.**
* **Any addenda to the RFP issued by the University will be posted on the University of Arkansas bid solicitation web site:** [**http://hogbid.uark.edu/index.php**](http://hogbid.uark.edu/index.php)**.**

Proposals shall include the following:

* **NOTE:** All agencies will have a beginning advertising budget of $100,000 per annum to use as reference when preparing to submit its proposal. Additional monies will be added to the budget as revenue thresholds are met and surpassed.
* Company information.
* Administrative organization and support structure.
* Names and bios for the key management team that will be assigned to the University operation.
* Media Activation Plan: Agency is to provide a specific media activation plan to generate tickets sales for football and men’s and women’s basketball.
* Percentage of Media Buy Due to Agency – If Any: Agency will need to show specific dollar amount of percentage of media buy that is return to agency.
* Ratio of Return for Media Barter Back to University: Agency should show cash and trade structure. Demonstrate through stated past experience they have been able to trade or bonus at least 50 percent above the media value of each campaign with broadcast television, sports radio, outdoor and/or print media. Include media buy percentage fee per month and per year.
* Budget Breakdown, Per Campaign Formula Price Page: Itemization of all monthly rates (Terms Net) associated with this RFP includes creative fees, advertising production and any other necessary costs for the successful implementation of this term contract:

Description

Retainer Fee/Yearly Fee

Commission Structure

Monthly Data Sources Costs

Football Radio Media Buy

Football TV Media Buy

Football Print Media Buy

Baseball Radio Media Buy

Baseball TV Media Buy

Baseball Print Media Buy

Men’s Basketball Radio Media Buy

Men’s Basketball TV Media Buy

Men’s Basketball Print Media Buy

Women’s Basketball Radio Media Buy

Women’s Basketball TV Media Buy

Women’s Basketball Print Media Buy

* All agencies are asked to provide methods of managing trade and cash purchases of all media buys. This would include tracking advertising dates for all advertisements and branding initiatives.
* Database gathering and customer activation strategies: All agencies will need to present examples of database gathering and customer activation strategies.
* Local Agency: The UA Department of Athletics will take into consideration the location of the agency relative to the University of Arkansas campus as an important factor in this selection.
* Copy of the most recent audited financial statement for Company.
* 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.
* Additional Questions

Agencies should respond to the following questionnaire. The responses may be considered during the proposal evaluation.

1. How many years has your company been in business for sale/service of this type and magnitude?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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. **(Refer to section 7.12 of this RFP)**

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. All prospective Companies submitting a proposal must submit one (1) signed original and one (1) signed copy of their response including technical information and any other attachments furnished to the University in response. All bid documents must also be submitted on a CD-ROM and/or USB Flash Drive, labeled accordingly. Prospective Companies who fail to follow this format may be disqualified from the evaluation and award phase. 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. The response form must have the prospective Company’s original or electronic signature to be valid. Failure to sign the response will eliminate it from consideration. The University reserves the right, in its sole discretion, to select the Company(ies) that they feel offers the overall best proposal(s). **(Refer to section 8.4)**