

**The University of Arkansas**

**Department of Athletics**

**Athletics Video Board Processing, CMS and Clip Playback Upgrades**

**Request for Proposal**

**RFP No. 02292024**

The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas (“University”) which includes its main campus located in Fayetteville, Arkansas (“Campus”) and the University’s Department of Athletics (“Razorback Athletics” or “Athletics”) , is seeking competitive proposals pursuant to the specifications, terms and conditions stated in this document from qualified and reputable companies to enter into an agreement to furnish the items and services at the prices and under the terms and conditions stated herein that the University determines to be in the best interest of the University.

**PRE-PROPSAL MEETING: Wednesday, March 13, 2024, 10:00AM CST**

**PROPOSAL DUE DATE: Friday, March 29, 2024**

 **Submit Proposal To: Whitney O’Dell**

**whitneyo@uark.edu**

 **Assistant Director of Business Operations**

 **Department of Athletics**

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OVERVIEW

1. The University is seeking to award a contract to the successful Respondent that can provide the best overall value to Razorback Athletics whereby the Selected Respondent would be granted the following privileges/rights:

### **Provide a new CMS (Content Management System) and processing upgrades for the included Razorback Athletics Video Boards**

### The Selected Respondent will provide a solution to upgrade existing video boards processing and back end equipment to extend their life, a new CMS system for displaying content to video boards and clip playback machines for video and graphics playback.

### Term: The initial term of the Contract will be one year (“Term”), with an option to renew up to six (6) additional years, via a negotiated service and support contract. The initial Contract Term will commence on August 1, 2024, at the completion of installation and commissioning and continue through the end date of July 31, 2025, unless extended or earlier terminated or amended pursuant to the terms of this RFP.

### Each Respondent must present its best comprehensive Proposal covering the areas outlined in this RFP. Proposals must include in-depth demos of the proposed hardware and software. The proposal shall 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.

### Notwithstanding any terms or conditions to the contrary, nothing within the Respondent’s Proposal shall constitute a waiver of any immunities to suit legally available to the University, its trustees, officers, employees or agents, including, but not limited state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

### **Projected Timetable of Activities:** The University is providing the following schedule for informational purposes. Activities and dates are subject to change at the sole discretion of the University.

|  |  |
| --- | --- |
| **ACTIVITY** | **DATE** |
| Deadline for Respondent Contact Information and Questions for the Pre-Proposal Meeting. | **Friday, March 8, 2024, 11:00AM CST** |
| Respondent Pre-Proposal Meeting and Tour (estimated time – 4 hours)  | **Wednesday, March 13, 2024, 10:00AM CST** |
| Final Deadline for Respondent Questions. | **Tuesday, March 19, 2024, 2:00PM** |
| Last Date University will issue an addendum  | **Friday, March 22, 2024** |
| Proposal Due Date and Time | **Friday, March 29, 2024** |
| Respondent Presentation, Discussions, and Negotiations (if requested). | **April 1-10, 2024** |
|  Best and Final Offer Due | **April 15,2024, 2:00 PM CST**  |
|  Anticipation to Award | **May 2024** |
| Contract Award (upon final Contract Approval)  | **May 2024** |
| Begin Installation | **June 1, 2024** |
| Installation and Commissioning Completed – Fall Sports | **August 1, 2024** |
| Installation and Commissioning Completed – Winter Sports | **October 1, 2024** |
| Installation and Commissioning Completed – Spring Sports | **January 1, 2025** |

### **Respondent Mandatory Pre-proposal Virtual Meeting**: A Pre-proposal Virtual Meeting will be provided by the University. The purpose of the meeting will be to provide a forum for Respondent to obtain clarification prior to finalizing their Proposal.

### To participate in the Pre-proposal Meeting, provide contact information to Whitney O’Dell, Assistant Director of Business Operations, whitneyo@uark.edu, in advance of the meeting.

### Please submit questions in advance to Whitney O’Dell, Assistant Director of Business Operations, whitneyo@uark.edu, for preparation purposes to make the best use of time during the meeting.

### **Proposal Due Date and Time**: To receive consideration, this RFP with the completed Proposal must be signed and returned no later than 10:00 a.m., CST, on the Proposal Due Date/Time indicated in this RFP. The University reserves the right to award this Contract in whole, in part, or to reject any and all Proposals.

 **Submit Proposal To: Whitney O’Dell**

**whitneyo@uark.edu**

 **Assistant Director of Business Operations**

 **Department of Athletics**

**OVERVIEW OF THE UNIVERSITY AND RAZORBACK ATHLETICS**

1. **The University**

Founded in 1871 as a land-grant institution, the University of Arkansas in Fayetteville is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The University has 10 colleges and schools offering an internationally competitive education for undergraduate and graduate students in more than 210 academic programs. The University contributes new knowledge, economic development, basic and applied research, and creative activity while also providing service to academic and professional disciplines. As of Fall 2022, student enrollment surpassed the 30,000 mark to nearly 32,000 for the semester. It is the highest total ever for the Fayetteville campus. The University is one of the nation’s top public research universities and 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 University as having "the highest possible level of research," placing us among the top three percent of colleges and universities nationwide.

1. **Razorback Athletics**

Razorback Athletics continues to pursue its vision of developing 465+ student-athletes into Razorbacks and Champions for Life. As members of the Southeastern Conference (“SEC”), the Razorbacks consistently compete and win in the nation’s best conference while proudly representing the University and the entire state.

As one of only 20 financially self-sustaining athletic programs in the nation, Razorback Athletics does not utilize student fees or state appropriated funding designated for the University. In fact, it provides millions of dollars of additional financial support back to the campus for academic programs and other campus programs.

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.

Over the history of Razorback Athletics, the program has won 51 National Championships, 261 Conference Championships, earned 11 College World Series appearances, 7 Final Four appearances and produced an impressive 87 Olympians.

The Razorbacks have produced three consecutive top-15 finishes in the Learfield Director’s Cup after finishing 13th in 2023. Arkansas captured a pair of NCAA titles in 2022-23, sweeping the men’s and women’s indoor track & field titles. Razorback teams won five SEC championships, posted 11 top-10 finishes and once again ranked No. 1 in the Directors’ Cup standings among programs with 19 or fewer sports.

Baseball—Arkansas won its fourth SEC championship in 2023 finishing 43-18 to secure the team’s sixth straight complete season with 40+ wins. The Razorbacks are one of just two teams in the nation to have won at least 40 games over the last six full seasons. The 2023 season also marked the 20th straight year Arkansas has been ranked in the top five in the nation in total attendance.

Football—Arkansas football produced just the 21st Academic All-American in school history when Hudson Clark earned the honor following the 2023 season. Three Hogs earned All-SEC accolades with Landon Jackson and Cam Little garnering first-team status and Max Fletcher being selected to the second team.

Men’s Basketball—The Razorbacks returned to the Sweet 16 for the third straight season in 2022-23, a feat not accomplished at Arkansas since the mid 1990s under legendary head coach Nolan Richardson. The program also produced three NBA Draft picks with first round selections Anthony Black (6) and Nick Smith (27) joining second-round pick Jordan Walsh (38) to make Arkansas one of just two programs in the country to have multiple players selected in the first 40 picks.

Women’s Basketball—Arkansas cracked the Top 20 in 2022-23 after matching the second-best start in program history with a 13-0 record, reaching as high as No. 17 in the Associated Press poll. The team made a deep postseason run in the WNIT, hosting three games at Bud Walton to help the team make the Great 8.

Softball—Head Coach Courtney Deifel became the program’s all-time winningest coach in 2023, ending the season with 278 wins as the Head Hog. Her Razorbacks also returned to the NCAA Tournament for the sixth straight season and once again hosted an NCAA Regional at Bogle Park.

Women’s Gymnastics—For the 19th straight year, Arkansas made an appearance in a NCAA Regional with Head Coach Jordyn Wieber leading her fourth straight team back to the postseason. The GymBacks established a new program-best team score (197.275) in the regional along with a regional record on floor (49.500). The team also extended its streak to 18 straight years finishing in the Top 20 with a No. 17 ranking to end the year.

Women’s Soccer—Arkansas women’s soccer coach Colby Hale, the 2023 SEC Coach of the Year, led the program to its fourth SEC Championship in the last five campaigns this past season. He also steered the Hogs to a No. 2 seed in the NCAA Tournament, which tied the program’s highest seed. The team spent the entire 2023 season ranked inside the United Soccer Coaches Top 25 and finished at No. 17. Hale picked up his 150th career win against Texas A&M in September.

Men’s/Women’s Track & Field/Cross-Country—Arkansas captured their 48th and 49th national championships in 2023 by sweeping both the men’s and women’s indoor track & field titles. Freshman Jaydon Hibbert became just the second Razorback in the program’s storied history to win the prestigious Bowerman, given annually to nation’s top track & field athlete. Hibbert swept both SEC and NCAA titles in the triple jump with record-breaking jumps. On the women’s side, sprinter Briton Wilson was a finalist for The Bowerman to become just the third finalist in the history of the women’s program. Wilson’s impressive career included an American record in the 400m during the 2023 season.

The men’s cross country team finished the 2024 season on the podium for the third time in four seasons with a fourth place finish. The women’s team captured a top-10 finish by finishing ninth led by All-American Sydney Thorvaldson.

Men’s/Women’s Golf—The men’s golf team reached the NCAA Championships once again in 2023 to become one of just 13 programs in the nation to make the championships over the last three seasons and one of just nine over the last three years to finish in the top 20 each year with their 18th place finish in 2023. Arkansas’ women’s golf team extended their streak to 20 straight NCAA Regional appearances in 2023.

Men’s/Women’s Tennis—The women’s team ended the 2023 season with a pair of individuals nationally ranked and two nationally-ranked doubles teams. Carolina Gomez Alonso was also named SEC Freshman of the Year.

Women’s Swimming & Diving—The Razorbacks recorded the team’s fifth straight top-30 finish in 2023, ranking 28th overall after going 7-2 during the regular season.

1. **Razorbacks in the Digital World**

Digital and social media following has also eclipsed all-time records for the Razorbacks, with over 3,246,269 followers across Facebook, Instagram and Twitter generating over 1,068,741,566 impressions, 23,711,649 engagements and 104,275,885 video views annually. Support, interest, and coverage of Razorback Athletics is at an all-time high, showcased by records being established for every program. With nearly 70,000 fans a game in Razorback Stadium for the 2021 season, football lead the nation in average attendance growth over the last full season with over 18,138 more per game. All other ticketed sports established all-time record highs in season tickets sold this year, highlighted by men’s basketball and baseball each selling-out their complete stadiums (19,200 and 10,000, respectfully). Additionally, televised viewership of Razorback Athletics also hit record levels, coinciding with a record high 86 games being broadcast on network television.

Over the past 10 years, Razorback Athletics has invested more than $350 million in new and renovated facilities, including an expanded Donald W. Reynolds Razorback Stadium that features new club areas and premium seating, and the new Jerry and Gene Jones Family Student Athlete Success Center, which includes a student-athlete focused Nutrition Center. Razorback Athletics has been identified as one of the leading athletic programs for provision of nutritional support for student athletes.

CRITERIA TO EVALUATE PROPOSALS

1. **Criteria**: The following criteria, may be used in the evaluation process, at the sole discretion of the University. Respondents shall ensure, at a minimum, the items below are fully addressed in each Proposal.
	* + 1. Respondent’s compliance with all requirements of the document specifications.
			2. Respondent’s demonstrated current relevant experience and prior successful experience with the specified activities. Describe the history of your company as it relates to its experience, mission statement, philosophy, and success with athletic programs for similar institutions (i.e., those in the same revenue range, size, those playing athletics in the same conference, etc.).
			3. Respondent’s facilities, technical experience, organization, and support staff that will be assigned to provide the products and services outlined within the specifications. Provide information on Respondent’s account management team who would be servicing Razorback Athletics. Respondent agrees to assign at least two qualified representatives as the lead contact for Razorback Athletics. There should be a lead customer service representative and a lead technical support representative that Razorback Athletics can contact directly. Provide information and experience about the Respondent’s key senior management team, department heads and staff structure.
			4. List all professional or collegiate institutions currently represented by the Respondent on a similar scope. Provide a list of at least three (3) client references (institution, name, phone, and email).
			5. Respondent shall provide, following award and prior to actual commencement of agreement, a certificate of insurance that indemnifies the University on an annual basis.
			6. Provide a “State of the Industry” summary that includes emerging trends in the collegiate and professional athletic video board space, the growth or decline of the industry, and how or why this growth /decline is occurring. Project how the video board landscape will look in the next five (5) years. Discuss emerging products and services likely to be provided in the future, and how your company is positioned to maximize the opportunities and minimize risk.
			7. Enhancements not specified in this document that are offered by the Respondent.
2. Additional criteria to be utilized in the evaluation process include, but are not limited to, the items listed below. Respondent shall ensure at a minimum the items below are fully addressed in the Proposal:

Describe in detail your approach to each of the following items.

1. Identify any other offerings to the University regarding discounts, incentives, etc.
2. Describe timeframe for installation to minimize the time that any video boards are down.
3. Describe your proposed service and support mechanism including remote/phone support, on-site support, etc.

**EVALUATION AND SELECTION PROCESS**

It is the intent of the University to award a Contract to the Respondent(s) deemed to be the most qualified and responsible organization(s), who submits the best overall Proposal based on an evaluation of all Proposals as determined by the evaluation committee elected to evaluate Proposals. The University reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to the University and Razorback Athletics. The University at its sole discretion may:

1. Award to the highest ranked RFP Respondent, or

2. Enter into discussions:

a. Serial discussions (clarification and/or negotiation) may be conducted in serial fashion beginning with the highest-ranked Respondent and proceeding to the next highest-ranked Respondent.

Respondents must be prepared to participate in serial discussions, **if requested**. The serial discussion process may be repeated until the University, at its sole discretion awards a contract, gives notice of anticipated award, terminates this RFP, or otherwise decides to conclude the serial discussions (for any reason).

b. Contemporaneous discussions (clarification and/or negotiation) may be conducted contemporaneously with responsible Respondents determined to be reasonably susceptible of being selected for award.

 In the event the University elects to enter into contemporaneous discussions (clarification and/or negotiation), with responsible Respondents determined to be reasonably susceptible of being selected for award, will be re-evaluated by incorporating the results of the discussions. The official request for discussions will be issued by Razorback Athletics.

Respondents must be prepared to participate in contemporaneous discussions, **if requested**. The contemporaneous discussion process may continue until the University, at its sole discretion awards a contract, gives notice of anticipated award, terminates this RFP, or otherwise decides to conclude the contemporaneous discussions (for any reason).

The discussion process may be repeated until the University, at its sole discretion awards a Contract, gives notice of anticipated award, terminates this RFP, or otherwise decides to conclude the discussions for any reason.

**Best and Final Offer**: Respondents must be prepared to respond to a Best and Final Offer, **if requested**. The University reserves the right to award a Contract based on the submitted Proposal without a Best and Final Offer therefore, all Proposals should be complete and meet all RFP requirements. The University may elect, at its sole discretion, to request best and final offers. If the University 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.  The official request for a “Best and Final Offer” will be issued by Razorback Athletics Business Office.

Proposals shall remain valid and current for the period of one hundred twenty (120) days after the Proposal due date and time for submission of Proposals. Each Proposal will be evaluated on the elements below including **Section III** criteria as well as other requirements identified in this RFP, and will be assigned a score of up to one hundred (100) points possible based on the following items:

* 1. **Complete/Thorough Proposal (20 Points)**

Respondent 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 the nature of the RFP.

• Adherence to University Requirements.

• Compliance with requirements and scope of the RFP.

• Project timeline (capacity to implement the project within specified timeframe).

* 1. **Respondent Qualification (20 Points)**

Respondent 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:

• Profile of organization (Respondent Overview)

• Relevant Experience

• Demonstration of Respondent’s prior successful experience with specified activities

• References/detailed proof of all requested qualification and specified services

• Demonstrated commitment to sustainability

• Demonstrated commitment to corporate responsibility

* 1. **Financial Proposal and Cost of Services (40 Points)**

Respondent with highest rating shall receive forty (40) points. Points shall be assigned based on applicable factors within this category, to include but are not limited to:

• The cost of all services to be charged to Razorback Athletics

• Growth Incentive.

• Cost of any additional services.

• Value of the annual product credit afforded to the University for use at its sole discretion.

• Value of the proposed signing bonus paid to Razorback Athletics.

• Value of and plan for capital expenditures made in agreement with Razorback Athletics.

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* 1. **Meets Technical Needs and ease of use (20 Points)**

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

• The technical capabilities of the proposed solutions

• Ease of use for the operators of the proposed solution

Failure of the Respondent to provide in the Proposal any information requested in this RFP may result in disqualification of Respondent’s Proposal and shall be the responsibility of the Respondent.

ADDITONAL INFORMATION

1. **Confidentiality and Publicity:** 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 Razorback Athletics. News release(s) by a Respondent pertaining to this proposal shall not be made without prior written approval of Razorback Athletics. Razorback Athletics will not initiate any publicity relating to this proposal before the Contract Award is completed.
2. **Competitive Offer/No Collusion**: In submitting a Proposal, Respondents certify that its Proposal has not been arrived at collusively or otherwise in violation of any Federal or State of Arkansas antitrust laws.
3. **Oral Explanations**: The University will not be bound by verbal discussions, explanations, instructions, or responses to questions provided at any time during this process.
4. **Proprietary Information:** All material submitted in the Proposal becomes the public property of the State of Arkansas and will be a matter of public record open to public inspection, subject to any statutory exceptions under Arkansas law. Respondents are cautioned that any part of a Proposal that is considered confidential, proprietary, or a trade secret, must be clearly labeled as such and submitted in a separate envelope along with the Proposal, [include with Original and any required Copies] and can only be protected from disclosure to the extent permitted by Arkansas law as determined by University counsel or other appropriate official of the State of Arkansas.

**Note of Caution:** Do not attempt to mark the entire Proposal as "proprietary”. Do not

submit letterhead or similarly customized paper within the Proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.  Acceptable proprietary items may include references, resumes, sponsorship terms and amounts, financials, or system/software/hardware manuals. Cost cannot be considered as proprietary.

1. **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.
2. **Period of Firm Proposal:** Prices for the proposed services must be kept firm for at least one hundred twenty (120) days. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.
3. **Qualifications of Respondent:** The University may make such investigations as deems necessary to determine the ability of Respondents to meet all requirements as stated within this document, and Respondent shall furnish to the University all such information and data for this purpose that the University may request.
4. **Reservation:** This document does not commit the University to award a Contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract.
5. **Formation of the Contract:** At its sole option, the University may incorporate the contents of this document and the selected Respondent’s Proposal as part of the Contract documents which will also include the University’s standard terms and conditions. Notwithstanding any terms or conditions to the contrary, nothing within the Respondent’s Proposal shall constitute a waiver of any immunities to suit legally available to the University, its trustees, officers, employees or agents, including, but not limited to state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.
6. Service Expectations: Selected Respondents and their officers, employees, agents, volunteers, subcontractors, and invitees understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Selected Respondents, their officers, employees, agents, volunteers, subcontractors, and invitees shall do all things reasonably necessary or required by the University to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Selected Respondents agree that they shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Selected Respondents shall be responsible for the conduct of their officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of the University policy; theft; threats or acts of violence; profanity; unlawful discrimination; boisterous or rude conduct; offensive or distasteful comments related to age, appearance, disability, race, ethnic background, nationality, gender, gender identify, sex or sexual orientation; evidence of alcohol or illegal drug use or possession; refusal to provide services requested; refusal to make arrangements for additional services needed; mishandling funds; and disrespectful behavior toward spectators, customers and the University trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests, are impermissible, will not be tolerated and could result in their immediate removal from the University’s campus.

Selected Respondent(s) agree to take all necessary measures to prevent injury and loss to persons or property while on the University premises. Selected Respondents shall be responsible for all damages to persons or property caused solely or partially by a Selected Respondent or any of its members, officers, employees, agents or guests.

1. **Laws, Ordinances, Rules, Regulations, and Licenses:** All Selected Respondents shall observe, comply, and ensure that their members, officers, employees, agents, and guests all observe and comply with all policies, laws, ordinances, regulations and rules of the University, and federal, state and local government, which may be applicable to the operations outlined within this RFP and any resulting Contract.

**L. Payment of Taxes:** TheSelected Respondent(s) shall be solely responsible for the payment of all taxes, license fees, or other levies or assessments, including without limitation, ad valorem taxes, sales tax, contributions imposed or required under unemployment insurance, social security, workmen’s compensation and income tax laws with respect to the Selected Respondent and other non-University employees engaged in the performance of the Contract, and any interest and penalty lawfully imposed thereon as a result of the Selected Respondent’s failure to pay or late payment thereof. However, any interest or penalty assessed shall be excluded from any calculation of rental or license fees and shall be borne solely by the Selected Respondent.

1. **Risk of Loss:** Selected Respondent 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 document or Contract. The University shall not be responsible for any loss or damage to merchandise, personal property of Respondent’s employees or guests, or other equipment in case of vandalism, theft, break-in, or burglary, power failure, riot, protest, fire, flood, explosion, hurricane, tornado, electrical storms, severe weather or any other acts of God or other events beyond the immediate control of the University.
2. **Acceptance and Rejection:** Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the Selected Respondent promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
3. **Default:** University reserves the right, along with other remedies provided in this document or at law, to cancel any resulting Contract in the event of back orders, default in specified delivery dates, manner, location or times, or Selected Respondent’s failure to meet other specifications. The Selected Respondent must give written notice to the University of the reason for any such default or delay and the expected delivery date, time and manner.
4. **Not Contingent on University/Razorback Athletics Performance:** The rights of the University and obligations of Successful Respondents to provide products, services or make any financial or sponsorship payments to the University under this document and any resulting Contract, is in no way contingent upon the level of attendance at any Razorback Athletics or other event; the number of athletic or other events hosted by the University; the performance or lack of performance by any University athletic teams; the University’s or any of its athletic teams, coach’s or student-athlete’s status, standing or affiliation with any athletic governing body or conference; the opportunity for broadcast exposure or broadcast ratings; adverse publicity related to the University, its trustees, employees or students, Razorback Athletics or its athletic teams; University enrollment; or any other factors which indicate any degree of public exposure of a successful Respondent, the University, Razorback Athletics or its athletic teams.
5. **No Assignment by Selected Respondent:** It is mutually understood and agreed that the Selected Respondent shall not sell, assign, transfer, convey, subcontract, or otherwise dispose of its Contract, or its right, title or interest therein, or its power to execute such Contract, to any other person, firm, or corporation. The Selected Respondent shall not assign by power of attorney or otherwise, any of the payments, which is to become due and payable under a Contract resulting from this document. Failure to comply with this requirement may, in the University’s sole discretion, result in the cancellation of the Contract.
6. **University Marks:** The Respondents acknowledge and agree 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, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, songs, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to the University that are adopted and used or approved for use by the University (collectively the “University Marks”) and that each of the University Marks is valid. Respondents shall have no right to use any of the University Marks, derivative, 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 an authorized representative of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the University Marks or any similar mark upon request shall be assigned or transferred to the University or its Board of Trustees without compensation.

Attachment A – Hardware and Software Proposal

All Respondents should provide a complete Hardware and SoftwareProposalwithin your Proposal. This should include specifics on the capabilities of each piece of hardware and software. Brochures or other materials that could be helpful to the committee can be included with the submittal.

**Content Management System (CMS) and Clip Playback Details**

1. Central content management and processing system to generate and mix multi-window content for each display. Primary Clip Playback, LED rendering, Scaling, Processing & management systems to be installed in various Razorback Athletic Venues and the Razorback Sports Network Studios.

a. Capability of content rendering, scaling & distribution required to operate existing LED displays at the north end of the stadium is provided.

b. Coordination with campus IT & broadcast services engineering is required.

c. All computerized systems are connected to an existing owner provided Adder Infinity KVM system. Contractor to provide Transmitters, Receivers & system licenses as required to support final CMS configuration.

1) All operator stations to be provided with dedicated Receiver

2) All computerized hardware that requires User Interface (Monitor, Keyboard & Mouse) for any interaction weather required on game day or for initial set up to be provided with a dedicated KVM transmitter.

a) No swapping of signal input cables from one system to the other is

allowed. Dedicated devices to be provided.

d. Processors & scalers to support 3G-SDI 1080P input from campus video production system. Current system is 720p with plans to upgrade in the future.

e. All components based on 3G-SDI 1080P Video standard.

f. If multiple rendering servers are required for additional displays, they must be operated completely from one centralized location including loading content and setup that might change game-to-game. Remote control of another separate device does not fulfill this requirement.

g. Clip players should support a key-fill output, dynamic data and static data.

h. All video scalers and clip-players to support external video reference.

i. Both the CMS and clip players should interface to existing Daktronics & OES scoring and timing systems and integrate live stats from StatCrew or NCAA LiveStats programs.

j. CMS should integrate remote power control of existing displays.

k. Clip players should accept any common photo or video formats and not require a proprietary format or transcoding.

Acceptable Processing Providers:

 Daktronics

Acceptable CMS Providers:

Daktronics Show Control

 Ross Tessera

 ANC Live Sync

 Any alternate providers must be approved prior to submittal.

Acceptable Clip Playback Providers:

 Daktronics Live Sync

 Ross Kiva

 Ross Xpression Clips

Any alternate providers must be approved prior to submittal.

**Venues and required upgrades:**

Bud Walton Arena (Basketball & Gymnastics)

 Upgrade existing Daktronics processing equipment.

 Provide new CMS for non-main video areas and auxiliary boards.

Interface with Daktronics scoreboards, NCAA Basketball LiveStats, Beaver Creek Gymnastics Scoring, and Virtius Gymnastics Scoring.

Baum-Walker Stadium (Baseball)

Upgrade existing Daktronics processing equipment.

 Provide new CMS for non-main video areas and auxiliary boards.

 Provide an SDI clip player for main video playback that seamlessly integrates with the CMS.

Interface with Daktronics Scoreboard & Pitch Clock, StatCrew and NCAA LiveStats (future)

Bogle Park (Softball)

Upgrade existing Daktronics processing equipment.

 Provide new CMS for non-main video areas and auxiliary boards.

 Interface with Daktronics Scoreboard & Pitch Clock, StatCrew and NCAA LiveStats (future)

Barnhill Arena (Volleyball & Gymnastics)

Upgrade existing Daktronics processing equipment.

 Provide new CMS for non-main video areas and auxiliary boards.

Interface with Daktronics scoreboards, NCAA Volleyball Live Stats, Beaver Creek Gymnastics Scoring, and Virtius Gymnastics Scoring.

Arkansas Natatorium (Swimming & Diving)

Processing upgrades not required.

Provide new CMS for main video area. This is an isolated system from the rest of the production facilities and must be able to play back photos, graphics, video (with an analog audio output to the sound system) as well as live timing and scoring.

Interface with Daktronics Swimming Timing system, swimming meet software and divemeets.com diving scoring provider.

Razorback Sport Network Studios/Control Rooms

 Provide 2 SDI clip players for use with various video boards and control rooms.

Interface with Daktronics scoreboards, OES Scoreboards, All Sports NCAA Live Stats & Stat Crew, Beaver Creek & Virtius Gymnastics

Easy Manual data entry for quick updates (ie. Lucky row, tonight’s attendance, national anthem singer)

Attachment B - Financial Proposal

All Respondents should provide a complete FinancialProposalwithin your Proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Proposal Price Sheet, please list those assumptions accordingly. Pricing must be valid for one hundred twenty (120) days following the Proposal due date and time.

Financial Proposal should include:

**Initial Cost** **for each Venue referenced in Attachment A** including at minimum the first year of service and support

**Yearly Service and Support Cost for each Venue referenced in Attachment A and** must include pricing throughout 7 years from purchase

**Any other creative offerings or enhancements** (ex. Creative content allowance)

**Assumptions:** List Assumptions (if any) below including financial impact if applicable.

Attachment C - Exceptions

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

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Attachment D - Respondent Company Overview

The Respondent shall provide a general overview of its company’s business, including the following information:

1. Official registered name
2. Foundation date
3. Description of core activities
4. Major company and distributor locations (as relevant to this RFP).
5. Total number of clients in higher education
6. Current financial statements - Overview only
7. Company’s Dun & Bradstreet (D&B) number (if available)
8. Bankruptcy - Provide information relating to Respondent bankruptcies or reorganizations with the last five (5) years.
9. Operational Support Plan
10. facilities,
11. technical experience,
12. organization, and
13. support staff that will be assigned to provide the products and services outlined within the specifications.
14. Maintenance Support Plan—The size and capability of the Respondent’s maintenance support staff that will be dedicated to compliance with the Contract.
15. Transition Plan—Provide a detailed transition plan with dates and events to ensure uninterrupted operations.

Attachment E - Respondent Information / References

**RESPONDENT INFORMATION / REFERENCES**

Respondent 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 F – Warranty, Support and Service

Respondents must provide the following warranty information (if applicable):

1. Define the provisions of the warranty.
2. Define the response time for service and support (both remote and on-site).
3. Outline the standard or proposed plan of action for correcting problems during the warranty period.
4. Respondents must itemize any components, services, and labor that are excluded from warranty.
5. Specify what is included in the yearly service and support (ex. Updates, improvements, total replacement)
6. On site support should be included for the first Razorback Athletic event at each Venue that is being upgraded

Attachment G - Bidder Conflict of Interest Form

For any Request for Proposal (“RFP”) that requires the submission of this form, it is the responsibility of a Supplier or individual (“Bidder”) desiring to be considered for a bid award to complete and return this form, along with the Contract and Grant Disclosure and Certification Form (together the “Forms”), on or prior to the date stated in the RFP for submission of these Forms. The purpose of these Forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas (“University”) regarding any questions of conflict of interest shall be final.

A disclosure does not automatically result in the Bidder being removed from consideration. However, the University reserves the right, at the sole discretion of the University, to take any or all of the following actions at any point in the RFP process: (i) request further information from the Bidder, including but not limited to lines of business activity, ownership structure and affiliate information; (ii) a review of potential or actual conflicts of interest; and/or (iii) remove a Bidder from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a Bidder is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a Bidder's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a Bidder or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a Bidder or any of its affiliates provides significant services or support for any direct or indirect competitor to the University. For purposes of this Form, an “affiliate” is defined as an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common control with the Bidder or has at least one common owner or shareholder with the Bidder.

Each Bidder must provide a list of all business activity and affiliates that may create any actual or potential conflict of interest in relation to this RFP. The list should indicate the name of the entity, the relationship, and a description of the conflict. Please use the chart below and attach additional pages as necessary.

Failure to disclose complete and accurate information may disqualify the Bidder.

|  |  |  |
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| **Name** | **Relationship** | **Description** |
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*I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and complete and that I agree to supplement this information if any further conflicts of interest arise or come to my attention.*

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_