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**Request for Proposals (“RFP”)**

**RFP No. 12072022**

**The University of Arkansas**

**Department of Athletics**

**Athletics Retail Merchandising**

**RFP RELEASE DATE: December 7, 2022**

**MANDATORY PRE-PROPSAL: January 4, 2023**

**PROPOSAL DUE DATE: January 18, 2023**

**RFP No.**

**Release Date: Proposal Due Date/Time:**

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”)[[1]](#footnote-1), is seeking competitive bid responses pursuant to the specifications, terms and conditions stated in this RFP (“Proposal(s)”) from qualified and reputable companies (“Respondent(s)”) to enter into one or more agreements with the Respondent(s) 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 (“Contract(s)”).

The Razorback Athletics Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process. Any questions regarding this RFP should be directed to: **Lacy Needham, Associate Athletic Director for Business and Finance, ln003@uark.edu**.

**To receive consideration, the Respondent must sign and return this RFP with the completed Proposal no later than JANUARY 18, 2023 at 10:00 a.m., CST. The University reserves the right to award this Contract in whole, in part, or to reject any and all Proposals.**

**Submit all Proposals To: Attn: Lacy Needham**

**Department of Athletics – Business Office**

**Frank Broyles Athletics Center**

**350 N Razorback Road**

**Fayetteville, Arkansas 72701**

**SIGNATURE REQUIRED FOR PROPOSAL**

Respondent complies with all articles, terms, conditions, specifications, protocols, and other requirements within this RFP document. If Respondent receives the University’s purchase order and / or Contract resulting from this RFP, Respondent agrees to furnish the items and services listed herein at the prices and in accordance with the terms and conditions as indicated in this RFP.

For Respondent’s Proposal to be considered, an official authorized to bind the Respondent to a resultant purchase order and/or Contract must include a signature in the blank provided below. Failure to sign the Proposal as required will eliminate it from consideration. Acceptable signatures are ink or electronic.

|  |  |  |  |
| --- | --- | --- | --- |
| Respondent Name: |  | | |
| Mailing Address: |  | | |
| City, State, Zip: |  | | |
| Telephone: |  | Fax: |  |
| Email: |  | Website: |  |
| **Typed/Printed Name of Signer:** |  | **Title:** |  |
| **Authorized Signature:** |  | **Date:** |  |

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1. OVERVIEW OF RFP

OVERVIEW OF RFP

1. The University is seeking to award one or more term Contracts to the successful Respondent(s) that can provide the best overall value to Razorback Athletics. Respondents may submit a Proposal for one or all of the services entailed in this RFP. Note also that the award may be split among multiple Respondents for each of the services requested.
2. **Rights Subject to RFP**: The University proposes to enter into a Contract whereby the Selected Respondent(s) would be granted the following privileges/rights:

### **Item 1 – Razorbacks Athletics Online Store.** Rights to sell licensed merchandise via the internet e-commerce site, [www.shop.ArkansasRazorbacks.com](http://www.shop.ArkansasRazorbacks.com), which is linked through Razorback Athletics’ homepage, [www.ArkansasRazorbacks.com](http://www.ArkansasRazorbacks.com); and/or

### **Item 2 –** **Razorback Athletics Retail Locations**. Rights to sell licensed merchandise at Razorback Athletics’ Hog Heaven locations on campus, kiosks, pop up shops, and other locations, including but not limited to, special events in or around University facilities as requested by Razorback Athletics and at all Razorback Athletics events including road/away contests.

### Qualified Respondents may submit a Proposal for one or both merchandise elements.

1. **Multiple Awards Possible:** The University reserves the right, in its sole discretion, to award a Contract to the Respondent that provides the most advantageous Proposal for the University. Further, the University reserves the right to award a Contract, at its sole discretion, to different or the same Selected Respondent for one or both Items.
2. **Goals of the Process:** The goals of the RFP process include substantial revenue growth and profitability of licensed merchandise and licensed asset sales by maximizing the availability and marketing of licensed items. The Selected Respondent(s) will be expected to evaluate athletic, fashion, hardgoods and digital trends to enhance product assortment, provide exceptional customer service with well-trained, courteous and professional staff and help to protect and grow the University brand.
3. **Term:** The initial term of the Contract will be five (5) years (“Term”), with an option to renew up to three (3) additional years, available at the University’s sole discretion following the initial Term. The Contract Term will commence on July 1, 2023, and continue through the end date of June 30, 2028, unless extended up to three (3) years or earlier terminated or amended pursuant to the terms of this RFP.
4. **Best Response Required:** Each Respondent must present its best comprehensive Proposal covering the areas outlined in this RFP. Respondents are encouraged to be creative in proposing new and creative marketing strategies and sponsorship opportunities in order to maximize the proposed relationship. Proposals should describe the Respondent’s suggested programs, assumptions, and expectations to achieve all party’s financial and operational 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.

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.

1. **Time is of the Essence**: Respondent and the University agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein.
2. **University Use of Contract:** Product Pricing awarded on a resulting Contract from this Proposal shall be available to all University departments, units, vendors, and subcontractors. The terms stated in the Proposal, including product pricing and delivery, are also available for use by other University of Arkansas System campuses and entities governed by the University of Arkansas Board of Trustees outside of the Northwest Arkansas region, but may result in higher shipping or delivery costs.

1. OVERVIEW OF THE UNIVERSITY AND RAZORBACK 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 49 National Championships, 254 Conference Championships, earned 11 College World Series appearances, 7 Final Four appearances and produced an impressive 72 Olympians.

The Razorbacks enjoyed back-to-back seasons of success resulting in its second consecutive top-10 finish in the Learfield Director’s Cup. The Razorbacks tallied eight Southeastern Conference championships and recorded nine top-10 national finishes and ranked No. 1 in the Directors’ Cup standings among programs with 19 or fewer sports.

Baseball—Arkansas culminated its 2021-22 season with its 11th appearance at the College World Series. Arkansas finished third at the CWS, falling just one game short of the championship series. The Hogs advanced to the College World Series for the third time in the past four full seasons.

Football—The Razorback football team turned in one of the best gridiron seasons in recent history in 2021. Arkansas capped a 9-4 season with a 24-10 win over Penn State in the Outback Bowl. The Razorbacks earned a final national ranking of No. 20 in the USA Today / AFCA Coaches poll.

Men’s Basketball—Coach Eric Musselman and the Razorback men’s basketball team made a deep run into the NCAA Tournament for the second consecutive year. The Razorbacks won three games in the draw, including a win over No.1 Gonzaga in the Sweet Sixteen and advanced to the Elite Eight in back-to-back seasons.

Women’s Basketball—Arkansas made a return trip to the NCAA Women’s Basketball Tournament, after qualifying for the Big Dance in 2020-21 as well. If not for a pandemic shortened 2019-20 campaign, the Razorbacks would have earned three-straight NCAA appearances.

Softball—Razorback softball once again was at the forefront nationally, winning a second-straight SEC regular season championship and then capturing the SEC Tournament for the first time in school history. Coach Courtney Deifel’s squad hosted both a NCAA Regional and Super Regional at Bogle Park. The Hogs finished the season tied ninth nationally.

Women’s Gymnastics—Coach Jordyn Wieber’s team advanced to the regional final for a second-consecutive season. The Razorbacks finished second in its session of the NCAA Norman (Oklahoma) Regional and advanced to the Sweet Sixteen. Coach Jordyn Wieber and the GymBacks concluded their team season, just one step shy of advancing to compete for a national championship.

Women’s Soccer—The Razorbacks won its third straight SEC regular season crown, before advancing to the Elite Eight round of the NCAA Women’s Soccer Tournament.

Men’s/Women’s Track & Field/Cross-Country—Razorbacks women’s squad finished sixth at the NCAA Outdoor Track and Field Championships and captured the prestigious Terry Crawford Women’s Division I Program of the Year award, recognizing the nation’s top program in the 2021-22 season based on championship results at the NCAA cross country, indoor and outdoor championships. Razorback men’s track and field team won the SEC Triple Crown (cross country, indoor and outdoor track) in the 2021-22 season.

The Razorbacks continued their tradition of excellence in track and field during the indoor season. Both the men’s and women’s squads won the SEC Indoor Track and Field team titles before advancing to top-10 finishes at the NCAA Indoor Track and Field Championships. The women’s team to a fourth-place finish at the national meet. The men’s team earned a seventh-place finish to earn 72 points toward the program’s Directors’ Cup point total.

Arkansas started the fall season with a pair of SEC championships finishing in fourth place. The Razorback women’s cross-country team also dented the top 10 with an eighth-place finish.

Men’s/Women’s Golf—Razorback men’s golf team advanced through the NCAA Regional and finished ninth at the NCAA Men’s Golf Championship. Razorback women’s golf team also advanced through the regional round to compete at the NCAA Women’s Golf Championship.

Men’s/Women’s Tennis—Coach Cristina Sanchez-Quintanar made the most of her first season at the helm of the Arkansas women’s tennis program, leading her squad to a berth in the NCAA Tournament.

Women’s Swimming & Diving—Arkansas’ women’s swimming and diving team secured a top-30 finish at the NCAA Championships.

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.

1. CRITERIA TO EVALUATE PROPOSALS

CRITERIA TO EVALUATE PROPOSALS

1. **Overarching Intent:** It is the intent of the University to award a Contract(s), as determined in the complete and sole discretion of the University, to the Respondent(s) whose Proposal(s) are determined in writing to be the most advantageous to the University and Razorback Athletics.
2. **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.
3. Respondent’s compliance with all requirements of the RFP specifications.
4. Respondent’s understanding the nature of the RFP and adherence to Razorback Athletics’ requirements.
5. Respondent’s proposed commitment to maximizing the availability of officially licensed merchandise.
6. Respondent’s demonstrated current relevant experience and prior successful experience with the specified activities. Describe the history of your merchandising and retail sales company as it relates to its experience, corporate mission statement, corporate philosophy, and success in representing licensing programs for similar institutions (i.e., those in the same revenue range, size, those playing athletics in the same conference, etc.) in the merchandizing of their marks.
7. 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(s) agree to assign at least one qualified representative as the lead contact for Razorback Athletics. The lead contact must be familiar with the University’s local marketplace, fanbase, as well as the state of Arkansas and the SEC Conference region. Provide information on how the account team will work with Razorback Athletics to maximize its brand opportunities. Provide information and experience about the Respondent’s key senior management team, department heads and staff structure.
8. The size and capability of the Respondent’s maintenance support staff that will be dedicated to compliance with the Contract, including the staff dedicated to hot market opportunities, local, regional and national campaigns, and creative programs not specified in the RFP document that are offered by the Respondent(s).
9. List all institutions currently represented by the Respondent(s) on a comprehensive, full-service basis. Also, provide the terms (years) awarded by a cross-section of similar size client institutions to the Respondent(s). Provide a list of at least three (3) client references (institution, name, phone, and email).
10. Respondent(s) shall require each licensee to have product insurance covering any licensed product that will indemnify and hold harmless the University from any product liability action.
11. Respondent(s) shall provide, following award and prior to actual commencement of agreement, a certificate of insurance that indemnifies the University on an annual basis.
12. Discuss any areas of service where additional fees may be assessed to Razorback Athletics for services rendered that will not be included as part of the percentage Respondent(s) receives of gross royalties (i.e., legal time, audit, creative services, enforcement).
13. Provide a “State of the Industry” summary that includes emerging trends in the collegiate retail space, the growth or decline of the collegiate licensed merchandise and sales industry, and how or why this growth /decline is occurring. Project how the collegiate licensed merchandise and sales landscape will look in the next five (5) years. Discuss emerging services likely to be provided in the future by merchandise and sales agents, and how your company is positioned to maximize the opportunities and minimize risk.
14. Respondents demonstrated and proposed commitment to Sustainability and Corporate Responsibility.
15. Financial return to Razorback Athletics, to include, among other factors: Initial Contract award payments consistent with the exclusive rights, annual financial payment commitments in support of university programs, commission rates payable on all product sales, a guarantee in terms of minimum annual commissions, and any contract signing bonuses.
16. The Respondent’s technical experience, organization, reporting systems, and support staff that will be assigned to provide the services outlined within the specifications.
17. Marketing/promotional plans and the comprehensiveness of the products and services offered in the Proposal, to include – digital marketing plan, social media marketing plan, traditional radio/tv/newspaper marketing support, graphic design, and marketing/support team. Razorback Athletics is interested in Respondents who can provide a Marketing and Advertising budget to promote the store and its products via print, email, social media, or other marketing medium.
18. The Respondent should show ability to identify opportunities to increase revenue through flash sales, promotions, product giveaways, etc. The contractor should work with Razorback Athletics to bear the cost of these promotions in a way that is mutually beneficial to both parties.
19. Enhancements not specified in the RFP document that are offered by the Respondent.
20. Additional criteria to be utilized in the selection 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:
21. Maintaining inventory of merchandise or having access to inventory of merchandise in store, in venue and online to ensure sales and guarantee delivery times are met.
22. Providing original and trendy merchandise and demonstrating an ability to meet hot market, NIL (Name, Image and Likeness) and pop-up shop demands with short notice
23. Maintaining a compliant and secure e-commerce site.
24. Managing customer service experiences.
25. Promotion and marketing of merchandise in store, in venue and online.
26. Payment of any taxes and fees related to sales.
27. Maintaining records and proper documentation of sales
28. Demonstrate plan for timely reporting of event-specific, weekly, monthly and quarterly sales, royalty reporting and payments.
29. **Exceptions:** Any and all 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. It will be assumed that Selected Respondent accepts all terms and conditions as presented within the RFP and that such terms are included in any resulting Contract unless specific exceptions are clearly stated within the Proposal and the parties mutually agree to expressly exclude such terms from any resulting Contract.
    * 1. **Reference Attachment F for Proposal Format**
30. **Respondent Company Overview:** Respondents shall provide a general overview of its company’s business.
    * 1. **Reference Attachment G for Proposal Format**
31. **Respondent Information / References:** Respondents shall provide a minimum of three (3) references, from the management of other universities and athletic facilities or organizations for whom the Respondent has provided products and services similar to those outlined within the RFP specifications. References are to be parties who can attest to the qualifications relevant to providing services requested. The University reserves the right, at its sole option, to contact any references provided to evaluate the level of performance and customer satisfaction.
    * 1. **Reference Attachment H for Proposal Format**
32. **Warranty: Respondents must (if applicable):** Respondents shall provide warranty information (if applicable)
    * 1. **Reference Attachment I for Proposal Format**
33. **Marketing/ Promotional Plans:** Respondents shall provide marketing/promotional plans and the comprehensiveness of the products and services offered in the Proposal.
    * 1. **Reference Attachment J for Proposal Format**

**NOTE: Attachments A, B, C, and D and K are for informational purposes only.**

1. EVALUATION AND SELECTION PROCESS

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 (15 Points)**

Respondent with the highest rating shall receive fifteen (15) 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.

• Respondent’s proposed commitment to maximizing Brand awareness and royalties generated from the sale of officially licensed merchandise.

• 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. **Marketing Proposal (25 points)**

### Respondent having best marketing proposal shall receive twenty-five (25) points. Points shall be assigned based on factors within this category, to include financial return to Razorback Athletics, among other factors such as:

• Email Marketing Plan

• Digital Marketing Plan

• Social Media Marketing Plan

• Traditional Marketing Support (Radio, TV, Newspaper)

• Marketing Support Team/Plan (graphic design)

• Integration and transfer of data with university data warehouse

• Quarterly/bi-annual/annual plan for retail space floor plan refreshes

* 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 and/or its licensing partners.

• Growth Incentive.

• Cost of additional services, including but not limited to data collection and reporting, external events, remote locations, post-season and pop-up/hot market sales.

• Royalty payments or percentage of annual gross sales and receipts derived from retail locations and online store paid to Razorback Athletics.

• Value of the minimum annual royalty/revenue guarantee paid to Razorback Athletics.

• 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.

• Value of discount percentages for merchandise sold to University staff, Alumni and Razorback Foundation members.

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.

1. RFP INFORMATION

RFP 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. From the date of issuance of the RFP until the Proposal Opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of the University. News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of Razorback Athletics. Razorback Athletics will not initiate any publicity relating to this RFP before the Contract Award is completed.
2. **Competitive Offer/No Collusion**: Respondents responding to the RFP certify that its Proposal has not been arrived at collusively or otherwise in violation of any Federal or State of Arkansas antitrust laws. In submitting a Proposal, each Respondent agrees not to disclose its technical or cost information to any other sources, until after the Proposal Opening date stated within the RFP specifications. The University may disqualify Respondents that do not comply with this provision.
3. **Errors and Omissions:** Respondents are expected to comply with the true intent of this RFP taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should a 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 shall issue written instructions to be followed. Each Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.
4. **Oral Explanations**: The University will not be bound by verbal discussions, explanations, instructions, or responses to questions provided at any time during the RFP process.
5. **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. TIMELINE & INSTRUCTIONS

TIMELINE & INSTRUCTIONS.

1. **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** |
| RFP Released | **Wednesday, December 7, 2022** |
| Deadline for Respondent Contact Information and Questions for the Mandatory Pre-Proposal Meeting and Onsite Tour. | **Friday, December 16, 2022**  **Noon CST** |
| Respondent Mandatory Pre-Proposal Meeting and Onsite Tour (estimated time - 4 hours) | **Wednesday, January 4, 2023**  **9:00AM CST** |
| Final Deadline for Respondent Questions.  Note: Answers to questions will be posted to [HogBid](https://hogbid.uark.edu/). | **Wednesday, January 11, 2023**  **9:00AM CST** |
| Last Date University will issue an addendum | **Monday, January 16, 2023** |
| Proposal Due Date and Time | **Wednesday, January 18, 2023**  **10:00 AM CST** |
| Respondent Presentations (if requested) | **Monday, January 23, 2023** |
| Respondent Discussions and Negotiations (if requested). Best and Final Offers Due | **January 30, 2023** |
| Post Anticipation to Award | **February 2023** |
| Contract Award (upon final Contract Approval) | **March 2023** |

1. **Respondent Discussions:** Respondents must be prepared to participate in discussions, **if requested**. The University reserves the right to award a Contract based on the submitted Proposal without discussions, therefore, all Proposals should be complete and meet all RFP requirements.
2. **Respondent** **Mandatory Pre-proposal Meeting and Onsite Tour**: A mandatory Pre-proposal Meeting and Onsite Tour for all Respondents will be provided by the University. The tour will begin at the **Frank Broyles Athletics Center North Lobby, 350 N Razorback Road, Fayetteville, Arkansas 72701,** at the date and time listed above. The purpose of the meeting and onsite tour will be to provide a forum for Respondents to obtain clarification about the RFP prior to finalizing their Proposals.

Questions should be submitted to **Lacy Needham, Associate Athletic Director for Business and Finance, ln003@uark.edu**, in advance of the scheduled conference for preparation purposes to make the best use of time during the meeting and tour. The deadline to submit questions for this onsite tour and meeting is listed above.

To participate in the Mandatory Pre-proposal Meeting and Onsite Tour, provide contact information to **Lacy Needham, Associate Athletic Director for Business and Finance, ln003@uark.edu**, in advance of the meeting. The contact information is to include Respondent name, individual attending and their email contact. The deadline to submit contact information for this meeting and onsite tour is listed above.

Respondents who anticipate responding to this RFP are required to participate in this Mandatory Pre-proposal Meeting and Onsite Tour. Respondents must also be prepared to attend a presentation, if requested. The University reserves the right to award a Contract based on the submitted Proposal without this presentation, therefore, all Proposals should be complete and meet all RFP requirements.

1. **Services Commence**: The Selected Respondent(s) must be prepared to begin sales, data collection and other services described prior to **July 1, 2023**, with regard to Item 1 (sales via e-commerce site) and Item 2 (sales at day-to-day store locations and at Razorback Athletics events as agreed upon by both parties).
2. **Award of Contract:** The University reserves the right, at its sole discretion, to reject any or all Proposals, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all Proposals and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s). When more than one item is specified in the RFP, the University reserves the right to determine the most advantageous Proposal either on the basis of the individual items or on the basis of all items included in or as expressly stated in the RFP.
3. **Formation of the Contract**

At its sole option, the University may incorporate the contents of this RFP 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.

1. GENERAL RFP REQUIREMENTS

GENERAL RFP REQUIREMENTS

1. **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.

Selected Respondent(s) shall provide, manage, and maintain all necessary internet access and WIFI connections, computer hardware operating systems and application systems necessary to operate the retail locations, including all point-of-sale applications adhering to payment card industry standards (i.e., PCI) compliance guidelines.

Selected Respondent(s) shall establish one or more toll-free customer service telephone numbers for Customers making purchases through the Razorback Athletics online store, staffed with enough personnel to service the base of Customers then of record with the Selected Respondent(s), based on reasonably anticipated demands and attempting to limit wait time during normal business hours to five minutes or less. The Selected Respondent(s) shall be responsible for providing customer service to users of the Razorback Athletics online store, including online and telephone support. The Selected Respondent(s) shall provide such customer service in a professional and courteous manner and shall provide for customer feedback through appropriate online support features. The Selected Respondent(s) shall ensure that no customer service representative represents that he or she represents, is acting on behalf of, is an agent of or is otherwise affiliated with the University, Razorback Athletics or any of their Affiliates. All customer service responses, whether by phone or e-mail or other means, will be branded to the Razorback Athletics online store.

1. **Football, Basketball, & Baseball Catering Service Collaboration:** Selected Respondent(s) will exercise commercially reasonable efforts to work with the food and beverage concessionaire during Razorback Athletics sporting events involving the football, basketball and baseball teams to create a “merchandise menu and catering service” to provide Licensed Merchandise sales to customers in the suite and loge box area for football games and the suite areas during basketball and baseball games.
2. **Selected Respondent’s Expense**: The Selected Respondent(s), at its expense, shall furnish all equipment, product, labor, tools, supplies, technology, transportation, lodging, insurance, facilities and any other items and expenses necessary to fully perform all aspects and phases of this RFP.

The Selected Respondent(s) may from time to time make such changes and alterations to its operation of the Razorback Athletics retail locations as may be reasonably necessary for the Selected Respondent(s) to comply with applicable laws, rules, regulations and policies of any governmental authority, licensor or other third party, or any contractual obligation; provided, however, that any such changes and alterations shall be subject to the prior written approval of the University, such approval not unreasonably withheld.

Notwithstanding the foregoing, the Selected Respondent(s) shall have the right to make certain non-structural alterations without the University’s consent. Non-structural alterations can be alterations that include one or more of the following: (a) are not visible from the outside of the building; (b) do not affect any part of the building other than the retail locations or require any alterations, installations, improvements, additions or other physical changes to be performed in or made to any portion of the building other than the retail locations; (c) do not affect any service required to be furnished by the University to the Operator or to any other tenant, licensee or occupant of the building; (d) do not affect any building systems or portion thereof; (e) have an estimated cost for labor and materials that do not exceed $5,000 in any twelve month period during the Term; or (f) do not affect the certificate of occupancy for the building or the retail location. In addition, the Selected Respondent(s) may install trade fixtures, signs, furnishings and items of a decorative nature in the retail locations, so long as these installations are not deemed to be structural alterations, and all of which, if affixed to the premises, shall become the property of the University upon installation, except as otherwise agreed in writing at the time of installation. For clarity, any items purchased as part of Selected Respondent(s) capital expenditures that are affixed to the premises shall become the property of the University upon installation.

1. **Creation of the Razorback Athletics Online Store/E-Commerce Platform:** The Selected Respondent(s) shall create and establish the Razorback Athletics online store for the sale of licensed merchandise and University sourced merchandise during the Term. The Selected Respondent(s) shall ensure that the Razorback Athletics online store incorporates the following features: (i) an online product catalog and secure online shopping and payment processes or functionalities (via credit card); (ii) the ability to search the product catalog by category/type of item, brand and price; (iii) for each good offered for sale via the Razorback Athletics online store, the product catalog will set forth, at a minimum, the following information, which shall be updated or revised as circumstances merit: (A) name of the good, (B) an accurate description of the features of the good, (C) at least one photograph of the good, which shall be displayed at a size of at least 100 pixels by 100 pixels, (D) pricing for the good; and (E) current, accurate information regarding the availability of the good (e.g., “in stock,” “out of stock,” “back-ordered,” etc.); and (iv) secure functionalities allowing customers to (i) create and maintain an account for the Razorback Athletics online store, (ii) make payment via credit or debit card; (iii) check the shipment status of pending orders (including parcel tracking), and (iv) receive support, including, without limitation, assistance with product questions and returns/refunds processing.
2. **Marketing:** Except as otherwise set forth herein, as the seller of record of the licensed merchandise and the University sourced merchandise, the Selected Respondent(s) shall be solely responsible for all marketing and promotions with respect thereto. Selected Respondent(s) shall take commercially reasonable and legally permissible actions, consistent with its past practices to notify University of Web Sites that sell counterfeit University merchandise.
3. **Marketing Fund**. Throughout the Term, Selected Respondent(s) will fund marketing efforts to promote the Razorback Athletics online store and retail locations, and shall spend on such marketing efforts an amount of at least two percent (2%) of the aggregate Net merchandise revenue of the Razorback Athletics online store and the retail locations during the Term (“Marketing Fund”).
4. **Merchandising:** The Selected Respondent(s) shall be responsible for obtaining and maintaining a commercially reasonable assortment of licensed merchandise for sale at the retail locations and through the Razorback Athletics online store, which merchandise is reasonably likely to appeal to customers who are enthusiasts of the University and/or Razorback Athletics. All merchandise sold at the retail locations and through the Razorback Athletics online store must be of high quality and officially licensed by the University and/or its trademark licensing agency, and prices for such merchandise shall not exceed the general levels of prices charged for similar merchandise at other SEC schools. The Selected Respondent(s) acknowledges and agrees that any resulting Contract does not grant any right to sell food, beverages, programs for University or Razorback Athletics events or any other items of merchandise other than as set forth herein. The Selected Respondent(s) shall not promote, offer for sale or sell any good that violates University policy or that, in the University’s sole discretion, jeopardizes, or has the possibility of jeopardizing, the eligibility of any University athlete to participate in any athletic competition or event, or that otherwise diminishes, or may have the possibility of diminishing, in the University’s sole discretion, the University, Razorback Athletics or any goodwill associated therewith.
5. **Cleaning and Service of Equipment:** The Selected Respondent(s) shall be responsible for the frequent cleaning and servicing of all equipment and the routine cleaning of all areas related to its services, including the removal of empty cartons to the outside trash collection receptacles. The Selected Respondent(s) is expected to conscientiously attend to cleanliness, damage, and wear and tear as soon as possible.
6. **Costs of Maintenance and Repair:** The University is not responsible for any costs associated with the maintenance of or repair or replacement of any equipment to be provided by the Selected Respondent(s). All Selected Respondent(s) equipment is the property of the Selected Respondent(s), and the Selected Respondent is solely responsible for providing an acceptable preventative maintenance and emergency repair and replacement program.
7. **Proposed Style of Operation/Service Plan:** The Respondent’s Proposal(s) must contain detailed information describing the manner in which the Respondent plans to discharge its responsibilities. It is essential that Proposal evaluators have a clear understanding of the operational concepts the Respondent intends to apply. The Respondent’s Proposal should include details of the staffing plan for all operations with an organizational chart describing the proposed organizational structure, including all subcontractors to be utilized. The functions and basic responsibilities of management and supervisory positions should be outlined. A Selected Respondent(s)’s working relationship with Razorback Athletics staff should be well thought out and presented as a part of the Respondent’s Proposal(s).
8. **Launch Date:** The Selected Respondent(s) agree to begin performance of this Agreement on or before the agreed upon Launch Date. Time is of the essence in the Selected Respondent(s)’s performance of this RFP and any resulting Contract. The Parties agree to work together in good faith and agree to dedicate the necessary time and resources to meet the Launch Date. If the Selected Respondent(s) fail(s) to meet certain milestones within a specific timeline, the University will sustain damages. Therefore, if Selected Respondent(s) fail(s) to complete certain services with the time limits herein specified, the Selected Respondent(s) shall pay to the University, as liquidated damages and not in the nature of a penalty, the amount specified below, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that the University will sustain in the event of any such delay. Said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said liquidated damages amount shall be paid by the Selected Respondent(s) to the university within 30 days of the launch dates below.

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| **Service Milestone** | **Launch Date** | **Liquidated Damages** |
| Razorback Athletics Retail Locations | **August 1, 2023** | $ 1,000.00/day until completion |
| Razorback Athletics Online Store | **July 1, 2023** | $ 1,500.00/day until completion |

1. **Gift Certificates and Cards:** The Selected Respondent(s) or one of its affiliates shall, during the Term, create, offer, distribute and redeem (whether offline or online) gift certificates and/or gift cards that include University Marks, for use in the retail locations and the Razorback Athletics online store. As between the parties, the Selected Respondent(s) will be solely responsible for all costs and expenses associated with the creation, offer, distribution and redemption of such gift certificates and/or gift cards. For the sake of clarity, the sale of gift certificates and/or gift cards will be included in the calculation of gross sales and receipts hereunder,
2. **Annual Credit and Faculty Discount:** For each calendar year during the Term, the Selected Respondent(s) shall provide to the Razorback Athletics Business Office, an annual credit in the form of store credit or gift cards, in such denominations as Razorback Athletics shall elect, to be used toward the purchase by the University of licensed merchandise at any of the Razorback Athletics retail locations and online store. In addition, all members of the faculty and staff of the University shall be entitled to a twenty percent (20%) discount on all Licensed Merchandise sold at the retail locations provided that such purchases are made other than on gamedays.
3. **Revenue Share Payment:** Throughout the Term, the Selected Respondent(s) will pay to the University, on a calendar quarterly basis (at the end of each three-month period) during the Term, a percentage of the Selected Respondent(s)’s gross sales and receipts derived from the retail locations and online stores during the applicable quarter.
4. **Revenue Share Statement:** Within thirty (30) days after the end of each month during the Term, the Selected Respondent(s) will prepare and provide to Razorback Athletics a report setting forth, in reasonable detail, the gross sales and receipts revenue share payable to the University hereunder for the preceding calendar month and the basis of such calculation, as well as the gross sales and receipts revenue share payment.
5. **Payment Instructions:** Together with the revenue share statement, the Selected Respondent(s) will deliver payment to Razorback Athletics for the revenue share payment. All payments due to the University pursuant to this Agreement shall be made by wire transfer to Razorback Athletics and remitted to the address provided. All payments shall be accompanied by a report that shows, in reasonable detail, Selected Respondent(s)’s calculation of the amount of payment due and payable hereunder.
6. **Utilities:** The University shall furnish and maintain the necessary utility connections and services at the locations designated for the operation of equipment to be supplied by Selected Respondent(s).
7. **Environmental Responsibility:** Selected Respondent(s) on campus should make every effort to reduce environmental impact and support the University’s goals to increase efficiency, reduce waste, and nurture environmentally responsible students. Specific information regarding existing sustainability programs can be found at: <https://sustainability.uark.edu>. The Respondents should describe in detail the business practices that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. (i.e., this comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.). Selected Respondent(s) should make reasonable effort to bring in product from official licensees who subscribe to local, national and international sustainability guidelines.
8. **Garbage Removal and Vermin Control:** Selected Respondent(s) will be responsible for removing all empty cartons from each vending area to the nearest trash collection receptacle. Selected Respondent(s) will be responsible for effective vermin control measures in all vending and storage areas.

1. **Minimum Guarantees:** The minimum guaranteed commission rates to the University for Items 1 and 2 shall be included in the Respondent’s response to the RFP. By July 15th each year of the Term, Selected Respondent(s) will calculate the actual aggregate revenue share payments paid or then payable to the University for the prior year. In the event that such actual aggregate revenue share payments are less than the minimum guarantee amount, the Selected Respondent(s) will pay to the University such difference within ten (10) business days thereafter.
2. **Accounting Records:** The Selected Respondent(s) will retain separate books, records and accounts relating to the operation of this Contract in a form and manner satisfactory to the University. At the close of each month’s accounting period the Selected Respondent will provide the University and Razorback Athletics, as appropriate, with a summary income statement for all product sales occurring under the resulting Contract by product and service category for the month’s operation and year-to-date. The Selected Respondent(s) shall submit monthly the same information by individual vending location, and event. The Selected Respondent(s) shall submit to the University within sixty (60) days following the close of its fiscal year a balance sheet, income statement, and statement of retained earnings accompanied by a certified public accountant’s statement.
3. **Prohibited Products:** No illegal products and no alcohol or tobacco may be sold as part of this Contract.
4. **Quality:** All items provided shall be of high quality. The Selected Respondent(s) shall warrant that the items shall be officially licensed, attractively displayed and of high quality.
5. **Packaging:** The Selected Respondent(s) shall promptly fulfill and package ordered goods using shrink-wrap, bubble pack, peanuts, foam, tissue, bags, or other generally accepted industry standard materials necessary or desirable to protect such goods against damage during shipment. The University reserves the right to approve of all packaging, as to quality, size, and appearance, and to approve of any messages or advertising appearing on any packing.
6. **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.
7. **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(s).
8. **Indemnification & Insurance:** The Selected Respondent(s) shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all claims, losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Selected Respondent(s) or Selected Respondent(s)’s members, officers, employees, subcontractors, volunteers, guests or agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Selected Respondent(s) in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, dismemberment, paralysis and death, arising from or relating to any products or services provided by the Selected Respondent(s) or uses of the University by Selected Respondent(s), its members, officers, employees, subcontractors, volunteers, guests or agents under this RFP or any resulting Contract, or any other activities conducted on or by the University (whether such activity is authorized or unauthorized by the University); (c) any use of or damage to University property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract; (d) any act or omission of Selected Respondent(s) or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and (e) any violation by Selected Respondent(s), its members, officers, employees, subcontractors, volunteers, guests or agents of any applicable NCAA rules or regulations or state, federal or local laws, ordinances, decree or regulations.

The obligation to indemnify the University shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys’ fees, damages, and liabilities incurred, as well as any attorneys’ fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to the University, the University’s in-house counsel may participate in any processes or proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The Selected Respondent(s) shall purchase and maintain at Selected Respondent(s)’s expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University:

1. Workers Compensation: As required by the State of Arkansas.
2. Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
3. Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence. Policies shall be issued by an insurance Respondent authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to the University.

Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from a Selected Respondent(s)’s operations on the University’s campus. Selected Respondent(s) shall also be responsible for payment of workers’ compensation insurance for all Selected Respondent(s)’s employees as required by the State of Arkansas.

Selected Respondent(s) shall furnish the University with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the University of certificates which do not indicate the specific required coverages shall in no way relieve the Selected Respondent(s) from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Selected Respondent(s) concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the University, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be provided to the University prior to providing services.

Selected Respondent(s) shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

1. **Risk of Loss:** Selected Respondent(s) 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 Contract. The University shall not be responsible for any loss or damage to merchandise, personal property of Respondent(s)’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(s) 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 RFP 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)’s failure to meet other specifications. The Selected Respondent(s) 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 Respondent(s)s to provide products, services or make any financial or sponsorship payments to the University under this RFP 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(s), the University, Razorback Athletics or its athletic teams.
5. **No Assignment by Selected Respondent(s):** It is mutually understood and agreed that the Selected Respondent(s) 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(s) 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 RFP. 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. The University maintains ownership of the “Hog Heaven” store name and the e-commerce domain “shop.ArkansasRazorbacks.com” in all cases.

Merchandise that carries any University Mark must be purchased from companies that are licensed through the University’s licensing agent, currently Collegiate Licensing Corporation or otherwise approved by the University’s Licensing Director.

1. **Campus Restrictions:** Selected Respondent(s) shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of University. Selected Respondent(s) further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of the University, except to the extent expressly permitted by University policies and the Arkansas enhanced concealed carry laws. Selected Respondent(s) shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Selected Respondent(s) agree that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on University property or at University or Razorback Athletics events.
2. **Conduct and Supervision**. The Selected Respondent(s) shall hire and at all times employ an experienced manager who shall be subject to the University’s reasonable approval from time to time and who shall be available to and shall consult with and shall regularly report to the University regarding the conduct of the retail locations. The Selected Respondent(s) shall be responsible for the conduct of its officers, employees, agents, and contractors, including without limitation, training and informing them that violations of the University’s policies, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward Customers and University employees, agents, licensees, contractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from the University’s campus.
3. **Use of Premises:** The University shall have the right to, and may adopt and enforce, reasonable rules and regulations with respect to the use of any University owned or operated facility, premises or other area or property utilized by the University, which may change periodically and which the Selected Respondent(s) agree to observe.
4. **Independent Contractor:** Selected Respondent(s) acknowledge that under the Contract it is an independent contractor and is not operating in any fashion as the agent of the University. The relationship of Selected Respondent(s) and the University is that of independent contractors, and nothing in any resulting Contract should be construed to create any agency, joint venture, or partnership relationship between the parties.
5. **Customer Information**: As between the University and Selected Respondent(s), the seller of record hereunder, the parties shall have a joint ownership interest in all customer information obtained from customers of the Razorback Athletics online store and retail locations. Each Party agrees to treat all customer information as confidential information throughout the Term. Each party agrees to use all customer information in accordance with the applicable privacy policy and all applicable laws, rules and regulations.
6. **PCI DSS Compliance:** Any third-party service provider utilized by the Selected Respondent(s) that engages in electronic commerce on behalf of the University or other services contemplated under this RFP or any resulting Contract with the University, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. The University reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Selected Respondent(s) (and/or any third-party service provider utilized by a Selected Respondent) uses secure standard financial industry practices in its financial transactions and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time.

All Selected Respondent(s) will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. A Selected Respondent shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Selected Respondent or any third-party provider utilized by a Selected Respondent related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with the University. A Selected Respondent further acknowledges that neither it nor any third-party service provider utilized by a Selected Respondent shall be granted access to the University’s system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use, or otherwise transmit CHD or SAD using the University’s systems. All Selected Respondent(s) will provide their Attestation of PCI Compliance and network scans to the University on an annual basis. Selected Respondent(s) will give immediate notice to the University of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. All Selected Respondent(s) will indemnify the University for any third-party claim brought against the University arising from a breach by the Selected Respondent(s) of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between a Selected Respondent and the University.

1. **Disputes:** Selected Respondents and the University agree that they will attempt to resolve any disputes in good faith. Selected Respondents 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 Selected Respondent acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission, if at all. 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.
2. **Governing Law:** This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Selected Respondent(s) and the University shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the Circuit Courts of Washington County, in the State of Arkansas, shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with the University, Razorback Athletics or its officials or employees that is permitted under Arkansas law and outside the jurisdiction of the Claims Commission of the State of Arkansas. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to the University, Razorbacks Athletics or its trustees, officials, employees and representatives. In no event shall the University or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to a Selected Respondent for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits or lost business opportunities.
3. **Non-Discrimination and Affirmative Action:** Selected Respondents agree to adhere to any and all applicable federal and state laws, including laws pertaining to non-discrimination and the following:
4. Consistent with Ark. Code Ann. § 25-17-101, the Selected Respondents agree as follows: (a) not to discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure to comply with the statute, the rules and regulations promulgated thereunder and this non- discrimination clause shall be deemed a breach of any resulting Contract and this Contract may be canceled, terminated or suspended in whole or in part; (d) include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or Selected Respondent.
5. The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.
6. The Selected Respondents and any of their subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Selected Respondents and their subcontractors certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.
7. The Americans with Disabilities Act (“ADA”) prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications.
8. **Strikes**: In the event of a strike by vehicle drivers, mechanics, or other Selected Respondent employees, Selected Respondents shall continue to provide service by sub-contracting or leasing from another carrier or any other available method. The same shall prevail if a significant number of vehicles are declared inoperable, destroyed by fire or vandals or any other equipment failure that results in the Selected Respondent not being able to fulfill the obligations of the Contract. Any failure for any reason to substantially perform is cause for immediate termination or suspension of the Contract in whole or in part at the discretion of the University.
9. **NCAA and SEC:** Selected Respondents shall at all times comply with all National Collegiate Athletic Association (“NCAA”), Southeastern Conference (“SEC”) rules and regulations, and the rules of any other conference or association to which the University’s athletic teams may belong. Any resulting Contract may be terminated for any such violations by a Selected Respondent, its official, employees, representatives, agents, subcontractors or guests. This provision applies to those engagements involving the function of athletics and/or athletics activities and affairs. Selected Respondents, their officers, employees, subcontractors, agents and guests, further acknowledge and agree to the following:

* 1. They will report through the appropriate individuals at the University, any and all knowledge of suspected violations of any NCAA legislation regarding involving or related to the University.
  2. They have a continuing obligation to report any and all suspected violations of NCAA or SEC bylaws, rules, and regulations to the Compliance Office.
  3. They are prohibited from exerting, attempting to exert, or conspiring to exert, authority or influence over any student-athlete or other participant in an attempt to manipulate any outcome of any sporting or athletic event or the final outcome of any sporting or athletic event, in relation to gambling.
  4. They are prohibited from disseminating, utilizing, or permitting others to disseminate or utilize, non-public confidential information regarding a University student-athlete or athletic team for the purposes of gambling.

1. **Cancellation or Termination of Contract:** In addition to any other rights and remedies available to it at law or in equity, the University may terminate any resultant Contract at any time following written notice to a Selected Respondent if: (i) the Selected Respondent commits a material breach of any representation, warranty, or obligation contained in the Contract, RFP, or Proposal; (ii) NCAA or conference rules, regulations, or bylaws or applicable law prohibit agreements or transactions similar to the Contract; or (iii) the Selected Respondent files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debts as they become due.
2. **Contract Information:**  Respondents should note the following regarding the State or Arkansas’s contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of a Respondent’s Proposal:

The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. Indemnify or defend that party for liability or damages. Under Arkansas law University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
3. Pay all sums that become due under a contract upon default.
4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.
5. Conduct litigation in a place other than the State of Arkansas.
6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.
7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

1. **Human Rights Policy:** All Respondents must be committed to protecting the human rights of workers and to protecting the environment throughout the world. Respondents must be bound by and adhere to the Collegiate Licensing Company Labor Code of Conduct (as amended by the University) and must include in the Proposal the Respondent’s Human Rights Policy and any other Business Codes of Conduct policies.
2. **Non-Waiver of Defaults:** Any failure of University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of University at any time to avail itself of same.
3. **Student-Athlete Name, Image & Likeness Sales and Promotions.** All Respondents will provide a detailed outline addressing Razorback student-athlete Name, Image and Likeness (NIL) promotions, merchandise and apparel sales. This information should include, but is not limited to, an explanation of corporate NIL philosophy, plans to purchase, create and/or offer items for sale in venue and online, and plans for implementing an in-venue and online jersey sales and other merchandise and apparel for all Razorback sports.
4. **Assumption of Inventory.** Selected Respondent(s), if different from current merchandise and apparel provider, must agree to purchase and offer for sale the remaining baseball, basketball and football licensed jersey inventory, if any, “booked” by the current operator for the 2023-24 fiscal year at operator’s original cost. Selected Respondent(s) shall also make reasonable efforts to purchase any existing undamaged inventory on hand at eighty (80%) of the operator’s production or acquisition cost that was purchased after January 1, 2023. Payment for licensed inventory items shall be made by before July 31, 2023 provided it is transferred free and clear of any liens.
5. RFP Instructions, Terms & Conditions

RFP INSTRUCTIONS AND RFP TERMS & CONDITIONS

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. Proposals MUST arrive prior to the Proposal Due Date/Time specified in the RFP:

**University of Arkansas**

**Department of Athletics – Business Office**

**Frank Broyles Athletics Center**

**350 N Razorback Road**

**Fayetteville, Arkansas 72701**

**ALL PROPOSALS MUST BE SIGNED AND RESPONDENT’S NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR THE PROPOSAL TO BE ACCEPTED.**

1. **Additional Redacted Copy REQUIRED:** It is the responsibility of each Respondent to identify all proprietary information included in their Proposal. The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).  The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the Proposal to be considered.  Each Respondent is responsible for ensuring the redacted copy on flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent after a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the Respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

**IMPORTANT:** Respondents must address each of the requirements of this RFP request which is in the format of a Request for Proposal. Respondent’s required responses should contain sufficient information and detail for the University to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in Proposal disqualification.

Respondents acknowledge that it is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including terms, conditions and any and all appendices and attachments. 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. This engagement is separate from any other engagement the Respondents may be currently pursuing with the University. Interpretation by and of the University is final.

1. **Acceptance of Proposals:** The University reserves the right to accept or reject all or any part of a Proposal or any and all Proposals, to waive any informality, and to award the Proposal that best serves the interest of the University.
2. **Ethical Standards:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
3. **Excused Performance / Force Majeure:** Notwithstanding any other provisions in this RFP or any resultant Contract, in the event that the performance of any terms or provisions of this RFP or any resultant Contract 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, pandemic, epidemic or any action by a government entity, public health authority or University’s governing board, athletic body or conference, 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 “Force Majeure Event”), the party so interfered with shall (i) use all good faith reasonable efforts to minimize the effects thereof and (ii) notify the other party(s) in writing within ten (10) days of the Force Majeure Event and the effect of the Force Majeure Event on such party’s ability to perform its obligations hereunder. The affected party(s) shall also provide the other party with written documentation and statements to evidence the existence and impact of the Force Majeure Event. The affected party(s) shall promptly resume performance after it is no longer subject to the Force Majeure Event, and make every effort to provide comparable substituted performance in the event the party(s) is able to reasonably do so. If the Force Majeure Event continues beyond ninety (90) days, the parties agree to discuss in good faith potential modifications to any resulting Contract and in the event an agreement cannot be reached, the University may terminate the Contract.
4. **Performance Standards:** Selected Respondents acknowledge that the use of performance-based standards on any resultant Contract by the University are required pursuant to Arkansas Code Annotated § 19-11-267. Selected Respondents shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with the University. Selected Respondents shall warrant that the equipment placed on the University campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Selected Respondents acknowledge that all products and services provided to the University or tailgate customers on the University campus are to be of high quality and rendered in a timely and professional manner. Selected Respondents represent and warrant that they will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Selected Respondents shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Selected Respondents recognize that failure to perform hereunder may cause the University financial or reputational harm or damages or require it to acquire replacement services and/or products on short notice. Therefore, any failure to provide the agreed upon products or services to the University or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Selected Respondents and the University subject to termination.
5. **Period of Firm Proposal:** Prices for the proposed services must be kept firm for at least one hundred twenty (120) 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 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.
6. **Prime Contractor Responsibility:** Single and joint Respondent Proposals and multiple Proposals by Respondents are acceptable. However, the Selected Respondent 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.

1. **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 RFP, and Respondent shall furnish to the University all such information and data for this purpose that the University may request. The University reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Respondent fails to satisfy the University that such Respondent is properly qualified to carry out the obligations of the Contract.
2. **Reservation:** This RFP 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. The University reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of the University to do so.
3. **RFP Interpretation:** Interpretation of the wording of this RFP shall be the responsibility of the University and that interpretation shall be final.
4. **Samples:** Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless Respondent states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the Respondent’s name and address, RFP number and item number.
5. **Minority and Women Owned Business Enterprises:** It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, the University shall support to the fullest all possible participation of Respondents owned and controlled by minority persons and women in State-funded and State-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 and 22-9-203 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and Proposals for University projects, including capital improvement projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

1. **Prohibition on Contracting:** In accordance with Ark. Code Ann. § 25-1-503, Selected Respondent hereby certifies to University that Respondent (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of the Contract/PO/Contract not to engage in a boycott of Israel.  A breach of this certification will be considered a material breach of Contract.  In the event that Selected Respondent breaches this certification, the University may immediately terminate the Contract/PO/Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.
2. **Bidder Conflict of Interest Form:** Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, the Respondent should complete the Bidder Conflict of Interest Form and submit with Proposal. It is the responsibility of the Respondent desiring to be considered for an award to complete and return this form, along with the Contract and Grant Disclosure and certification form. The purpose of these forms is to give Respondents an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University regarding any questions of conflict of interest shall be final.

1. **Arkansas Technology Access Clause:**

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Ark. Code Ann. § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Respondent expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, Respondents expressly represent and warrant to the University through this process by submission of a Voluntary Product Accessibility Template (“VPAT”) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Ark. Code Ann. § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

- Integrating into networks used to share communications among employees, program participants, and the public; and

- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Respondents does not completely meet these standards, the Respondents must provide an explanation within the VPAT detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Ark. Code Ann. § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here: ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf.

A blank copy of the VPAT form is available here: <http://procurement.uark.edu/_resources/documents/VPAT_Blank.pdf>

Note: All Respondents should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the Proposal. Our expectation is that the Respondent will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the Respondent to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

1. ATTACHMENTS

Attachment A- Standards for Service and Delivery Employees

Selected Respondents must agree to the following terms and conditions in any resulting Contract:

* The University reserves the right to require the immediate removal of any Selected Respondent’s employee, guest or subcontractor’s employee who the University feels is inappropriately conducting himself/herself while performing the services associated with the Contract.
* Keep all of the premises including the equipment, fixtures, and personal property thereon in a neat and orderly condition and appearance.
* Furnish good, prompt, effective, and efficient services, adequate to meet all reasonable demands. Nearly all requests should be met within twenty-four (24) hours or less.
* Provide sufficient service representatives on the premises of the University to manage day-to-day and in-event stores as required, correct malfunctions of equipment, and promptly adjust complaints of short measure, shortchange, or other items of customer dissatisfaction. All employees providing any type of service to university customers are to be uniformed personnel with credentialed access when needed.
* Obtain and pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services related to this RFP, whether on a paid or volunteer basis, in a manner requested by the University and consistent with procedures established by the University for its background checks. No person may perform any duties or services for a Selected Respondent on the University campus or at a University event under any circumstances whatsoever until a satisfactory background check has been completed for each individual. Any such individual whose background checks reveals a felony conviction of any type shall either be removed from all support activities on the University campus or at a University event, or reported to the University for review and approval in advance of the performance of any on-campus duties.
* Selected Respondents’ service and delivery employees shall (1) not smoke on the University campus; (2) only eat in designated areas on the University campus when they are on break or during their designated lunchtime; and (3) keep noise at a minimum in order to maintain a good study and work environment.
* Provide its employees and those of its subcontractor(s) with proper instructions and training in customer relations as well as the functional job requirements and fully understand that their primary responsibility is to provide service to the customer.
* Ensure all vehicles must be identified with the Selected Respondent’s name and parked in designated areas and in accordance with established University parking regulations.

Attachment B – “On-Campus” Athletic Venues

For Informational Purposes Only

|  |  |  |  |
| --- | --- | --- | --- |
| **VENUE** | **LOCATION (Subject to change)** | **SPORT** | **SEATING CAPACITY** |
| Reynolds Razorback Stadium | Mobile and Permanent | Football | 76,000 |
| Bud Walton Arena | Permanent | Basketball | 19,087 |
| Baum Stadium | Mobile and Permanent | Baseball | 10,500 |
| Bogle Park | Permanent | Softball | 1,200 |
| Barnhill Arena | Mobile | Volleyball/Gymnastics (1vb/2-3 gym) | 8,500 |
| Razorback Field | Mobile | Soccer | 1,500 |
| John McDonnell Field | Mobile | Outdoor Track & Field | 7,000 |
| Randal Tyson Track Center | Mobile | Indoor Track & Field | 5,500 |
| Billingsley Tennis Center | Mobile | Outdoor Tennis | 500 |
| Dills Indoor Tennis Courts | Mobile | Indoor Tennis | 500 |
| HPER Natatorium | Mobile | Swimming and Diving | 500 |

|  |  |
| --- | --- |
| **REYNOLDS RAZORBACK STADIUM** | **LOCATION** |
| North End Zone | Permanent |
| South End Zone | Permanent |
| Mobile Trailer | Mobile/ NW Corner of John McDonnell Track and Field |
| Bud Walton Arena | Permanent |
| Capital Club | Mobile |
| Gate 1 | Mobile |
| Gate 10 | Mobile |
| New Era Hat Stand | Mobile |

|  |  |
| --- | --- |
| **BUD WALTON ARENA** | **LOCATION** |
| Main Store | Permanent |
| West Concourse | Permanent |
| East Concourse | Permanent |

|  |  |
| --- | --- |
| **BAUM WALKER STADIUM** | **LOCATION** |
| Main Store | Permanent/Home Plate Concourse |
| Mobile Trailer | Hog Pen |

Attachment C – “Off-Campus Athletic Venues

For Informational Purposes Only

|  |  |  |  |
| --- | --- | --- | --- |
| **VENUE** | **LOCATION** | **SPORT** | **SEATING CAPACITY** |
| Verizon Arena | Little Rock, AR | Basketball | 17,000 |
| Dickey Stephens Park | Little Rock, AR | Baseball | 7,200 |
| AT&T Stadium (Cowboys Stadium)  \*Mobile store in Plaza  \*One football game per year from 2014 - 2024 | Arlington, TX | Football | 80,000 |
| BOK Center  \*Mobile store on concourse  \*One MBB game a year | Tulsa, OK | M Basketball | 19,199 |

* Locations and participation are subject to change each year.
* Selling at the off campus locations is strongly recommended but optional depending upon possible sales volumes.

Attachment D - Primary On-Campus Brick and Mortar Location

For Informational Purposes Only

**Diagram

Description automatically generated**

A group of people in a room

Description automatically generated with low confidence

Attachment E - Financial Proposal Price Sheet

**Instructions:** All Respondents to complete the **Financial Proposal Price Sheet** as provided and submit within 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:**

1. **Athletics Merchandising Agreement Rights: E-Commerce Only**

5-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Athletics Merchandising Agreement Rights: Game Day Sales Only**

5-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Athletics Merchandising Agreement Rights: All sales via: Brick and Mortar, In-Venue/Game Day and E-Commerce**

5-Year Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional 3-Year Option Guarantee $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Growth Incentive and Other Support Including In--Kind Marketing Support** $ \_\_\_\_\_
2. **Capital Improvement Support** $ \_\_\_\_\_\_\_\_\_\_\_\_
3. **Other creative offerings & enhancements:** List creative offerings & enhancements below and associated benefit.
4. Please provide a complete description of the fee structure that Razorback Athletics will be paid. Respondent confirms that it will pay a monthly royalty payment calculated for the following:

* Royalty percentage of gross sales (excluding sales tax) for sale of merchandise at Hog Heaven location in Bud Walton Arena and all athletics events (Retail Locations): \_\_\_\_\_\_\_\_\_\_\_\_\_%.
* Royalty percentage of gross sales (excluding sales tax) for sale of merchandise via ecommerce site (On-line Store): \_\_\_\_\_\_\_\_\_\_\_\_%.
* Discount percentages for merchandise sold to University staff, Alumni and Razorback Foundation Members will be \_\_\_\_\_\_\_\_\_\_\_%.
* Guarantee Annual Payments to Razorback Athletics as per your Proposal: \_\_\_\_\_\_\_\_\_.

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

Attachment F - Exceptions

**Exceptions**

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

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| **ITEM #** | **RFP Reference** | **Specific RFP Language** | **Comments** |
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Attachment G - 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 H - 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 I - Warranty

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.
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.

Attachment J - Marketing/ Promotional Plans

Respondents must provide, an on-campus marketing/promotional plans and the comprehensiveness of the products and services offered in the Proposal, including at a minimum the following:

* 1. Campus In Venue (Day-to-Day, Event and Online) Marketing Plan
* The plan to include suggested and example strategies for the development and implementation of these marketing initiatives designed to increase on campus merchandise sales.
* In January, April, July, and October of each year, the Respondent will be asked to provide Razorback Athletics with a specific marketing/promotions plan that identifies specials, promotions and events that will take place each month. It is understood that the calendar will change with seasons and tie ins to other campus promotions.
* The plan will include a digital marketing and promotions plan that details use of email marketing, digital marketing, social media marketing, traditional marketing (Radio, TV, Newspaper), Marketing Support Team (graphic design) and proposal for combined promotional efforts with Razorback Athletics’ multi-media rights holder. The plan should detail the financial value of the marketing efforts as well as any actual spend planned for marketing efforts.

Attachment K - Bidder Conflict of Interest Form

A picture containing text, clipart

Description automatically generated

**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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 1. Razorback Athletics is a self-supporting enterprise that is not operated as a primary function of the University with no part of its funds deposited into the State Treasury. Accordingly, this RFP is not required to be conducted in strict compliance with Arkansas Procurement requirements codified at Ark. Code Ann. §19-11-101, *et al*.

   [↑](#footnote-ref-1)