

**The University of Arkansas**

**Department of Athletics**

**FIREWORKS AT ARKANSAS ATHLETIC EVENTS
Request for Proposal**

**RFP No. 6192025**

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

**PRE-PROPSAL MEETING: June 25, 2025**

**PROPOSAL DUE DATE: June 30 2025**

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

**whitneyo@uark.edu**

 **Director, Business Operations & Procurement**

 **Department of Athletics**

**Table of Contents**

Overview 3

Criteria to evaluate proposals 5

Evaluation and selection process 6

Additional information 8

Service details 14

Attachment A – Financial Proposal 16

Attachment B – Exceptions 17

Attachment C – Respondent Company Overview 18

Attachment D – Respondent Information/ References 19

Attachment E – Warranty 20

Attachment F – Specifications/ Goals and Deliverables 21

Attachment G – Bidder Conflict of Interest Form 26

OVERVIEW

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

### **Serve as an exclusive provider of fireworks and pyrotechnics for the University of Arkansas Department of Intercollegiate Athletics events**

### The University is seeking to award a contract for fireworks at various athletic events to the vendor that can provide the best overall value to the University. This value will be determined by the University based on the overall competence, compliance, format, quality and creativity of each RFP response.

### A vendor presentation day may be held following the bid due date. Projected timeframe for when presentations could occur is specified in the “Projected Timetable of Activities” section of this RFP. Please keep these dates open to schedule a presentation if you are selected to present.

### University expects to achieve the following goals (at minimum) through the selected Respondent:

### Fireworks provider at Razorback Athletics Events to be provided by a qualified vendor.

### Accountability and desire to work together to form a mutually beneficial long-term partnership.

### Proactive in communicating, creating, and following up on issues and working to find areas of improvement/evolution.

### Achieve cost containment by carrying out a risk-based approach that finds the proper balance in service and cost.

### Term: The term (“Term”) of any resulting Contract will begin upon date of Contract award and in place for the beginning of the 2025 football season on August 31, 2025. If mutually agreed upon in writing by the Respondent and University, the term shall be for an initial period of one (1) year, with option to renew on an annual basis for six (6) additional years, for a combined total of seven (7) years (or 84 months). The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.

**a)** If at any time the services become unsatisfactory, University will give thirty (30) days written notice to the Respondent. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the Contract shall be cancelled by University, Office of Business Affairs. Additionally, the Contract may be terminated, without penalty, by University without cause by giving thirty (30) days written notice of such termination to Respondent.

**b)** Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.

**c)** In no event shall such termination by University as provided for under this section give rise to any liability on the part of University, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. University’s sole obligation hereunder is to pay Respondent for services ordered and received prior to the date of termination.

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

### 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. Any failure of the University at any time, to enforce or require the strict keeping and performance of any 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.

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

|  |  |
| --- | --- |
| **ACTIVITY** | **DATE** |
| Deadline for Respondent Contact Information and Questions for the Pre-Proposal Meeting. | **Tuesday, June 24, 2025****11:30 AM CST** |
| Pre-Proposal Meeting - Zoom | **Wednesday, June 25, 2025****2:00 PM CST** |
| Proposal Due Date and Time |  **Monday, June 30, 2025****5:00 PM CST** |
| Respondent Presentation (if requested)  | **July 3, 2025** |
|  Best and Final Offer Due | **Monday, July 7, 2025** |
|  Anticipation to Award | **Friday, July 11, 2025** |
| Contract Award (upon final Contract Approval)  | **August 31, 2025** |

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

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

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

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

 **whitneyo@uark.edu**

 **Director of Operations and Procurement**

 **Department of Athletics**

### **Orders Commence**: The above timeline is based upon the University’s anticipation that initial Product orders for the 2025-2026 athletic year will begin in August 2025. Respondents are expected to disclose any alterations to this timeline during the Pre-Proposal Meeting.

CRITERIA TO EVALUATE PROPOSALS

1. **Criteria**: The following criteria may be used in the evaluation process, at the sole discretion of the University. Respondents shall ensure, at a minimum, the items below are fully addressed in each Proposal.
2. Fireworks provider at Razorback Athletics Events to be provided by a qualified vendor.

2. Accountability and desire to work together to form a mutually beneficial long-term partnership.

3. Proactive in communicating and following up on issues and working to find areas of improvement.

4. Achieve cost containment by carrying out a risk-based approach that finds the proper balance in service and cost.

5. Able to provide these services as outlined in time for the first home football game on Saturday, August 31, 2025.

6. Please provide pricing as indicated below for Football, Baseball and Olympic sports for each scenario provided.

7. Football shots must be close proximity products.

8. For football, a single load in before the first game, prior to each home game and final load out after the last game is necessary with the bidder providing storage of the items in the stadium. Respondent must maintain safe storage practices.

8. Continuously seeking out creative ways to evolve production and product activation to heighten the fan and gameday experience

9. Flexibility to edit shows based on kickoff times, matchups, and other factors within 1-2 week’s notice

1. Additional criteria to be utilized in the evaluation process include, but are not limited to, the items listed below. Respondent shall ensure at a minimum the items below are fully addressed in the Proposal:

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

1. Identify cost of insurance, permitting and any other costs that would be incurred as part of partnership
2. Describe quality control process
3. Describe how your group will look to be efficient when it comes to labor
4. Describe how your group will execute night game shows and day game shows, so that product is impactful and visible regardless of game time
5. Describe additional benefits not outlined in this RFP that this group would bring to the table

**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 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 (30 Points)**

Respondent with the highest rating shall receive thirty (30) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Understanding of the nature of the project
* Adherence to University Requirements
* The Respondent’s compliance with all requirements of the RFP specifications.
* Detailed proof of all requested qualifications and specified services.
* Project timeline (capacity to complete the project within realistic timeframe).
* Respondent Presentations (TBD)
* Overall Creativity

1. **Respondent Qualification (50 Points)**

Respondent with highest rating shall receive fifty (50) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Profile of organization (Respondent Overview)
* Number of years in business
* Description of similar engagements
* References
1. **Cost (20 Points)**

Points shall be assigned for the cost of the specific categories of services, which comprise the overall system, including annual maintenance cost, as follows:

* Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
* The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
* Remaining bids will receive points in accordance with the following formula:

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

 a = lowest cost bid in dollars

 b = second (third, fourth, etc.) lowest cost bid

 c = maximum points for Cost category (30)

 d = number of points allocated to bid

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent. Bids, modifications, or corrections thereof received after the closing time specified will not be considered. In case of error in the extension of prices in the bid, the unit price will govern. No bids shall be altered or amended after the specified time for opening bids. Unless specifically requested, alternate bids will not be considered. An alternate is a bid that does not comply with the minimum provisions of the specifications.

ADDITIONAL INFORMATION

1. **Confidentiality and Publicity:** In submitting a Proposal, the Respondent agrees not to use the results therefore as a part of any news or commercial advertising prior to receiving written approval from Razorback Athletics. News release(s) by a Respondent pertaining to this proposal shall not be made without prior written approval of Razorback Athletics. Razorback Athletics will not initiate any publicity relating to this proposal before the Contract Award is completed.
2. **Competitive Offer/No Collusion**: In submitting a Proposal, Respondents certify that its Proposal has not been arrived at collusively or otherwise in violation of any Federal or State of Arkansas antitrust laws.
3. **Oral Explanations**: The University will not be bound by verbal discussions, explanations, instructions, or responses to questions provided at any time during this process.
4. **Proprietary Information:** All material submitted in the Proposal becomes the public property of the State of Arkansas and will be a matter of public record open to public inspection, subject to any statutory exceptions under Arkansas law. Respondents are cautioned that any part of a Proposal that is considered confidential, proprietary, or a trade secret, must be clearly labeled as such and submitted in a separate envelope along with the Proposal, [include with Original and any required Copies] and can only be protected from disclosure to the extent permitted by Arkansas law as determined by University counsel or other appropriate official of the State of Arkansas.
5. **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.
6. **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.
7. **Period of Firm Proposal: Prices** for the proposed services must be kept firm for at least one hundred twenty (120) days. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.
8. **Qualifications of Respondent:** The University may make such investigations as deems necessary to determine the ability of Respondents to meet all requirements as stated within this document, and Respondent shall furnish to the University all such information and data for this purpose that the University may request. The University reserves the right to reject any bid 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.
9. **Reservation and Authority:** This document does not commit the University to award a Contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract. This document shall also not be deemed or interpreted to create any relationship other than that of independent parties. The parties agree that they shall perform all rights and obligations under this agreement as independent parties.

Respondent acknowledges that under the Contract it is an independent contractor and is not operating in any fashion as the agent of the University. Nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

1. **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.
2. **Services Commence**: The Selected Respondent(s) must be prepared to provide services beginning **August 31, 2025**.
3. **Formation of the Contract:** At its sole option, the University may incorporate the contents of this document and the selected Respondent’s Proposal as part of the Contract documents which will also include the University’s standard terms and conditions. Notwithstanding any terms or conditions to the contrary, nothing within the Respondent’s Proposal shall constitute a waiver of any immunities to suit legally available to the University, its trustees, officers, employees or agents, including, but not limited to state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.
4. **Payment Instructions:** 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.
5. **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.
6. **Indemnification:** The successful Respondent shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents, and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from and relating to: (a) any breach by Respondent or Respondent’s members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this document, any resulting Contract or any document delivered by Respondent in connection with the products and services contemplated by this document; (b) any damage to property or bodily injury, including, but not limited to illness, paralysis, dismemberment and death, arising from or relating to any products or services provided by the Respondent or uses of the campus by Respondent, its officers, employees, agents, volunteers, customers, subcontractors or guests under this document or any resulting Contract, or any other activities conducted on the campus (whether such activity is authorized or unauthorized by 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 document or any resulting Contract; (d) any act or omission of Respondent or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and (e) any violation by Respondent of any applicable NCAA or SEC rules or regulations or state, federal or local laws.

The obligation to indemnify 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 University, University’s in-house counsel may participate in any proceedings.

**O. Compliance with Applicable Laws:** 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. This includes, but is not limited to, laws pertaining to non-discrimination. Respondent agrees that it is not currently engaged in, nor will it engage throughout the duration of the Agreement, in a boycott of (a) Israel in accordance with Ark. Code Ann. § 25-1-503; or (b) the energy, fossil fuel, firearms or ammunition industries in accordance with Ark. Code Ann. § 25-1-1002. Respondent further certifies that the government of the People’s Republic of China (“PRC”) does not wholly own, nor hold a majority interest, in Respondent, nor any for-profit parent company, subsidiary, affiliate, or in a subcontractor to be employed by Respondent.

Respondent and University acknowledge that University is an instrumentality of the State of Arkansas. Respondent and University irrevocably and unconditionally agree that any legal proceeding against the University shall be brought exclusively in the State of Arkansas’ administrative or judicial forums, and the place of execution for this Agreement and any amendments thereto, shall be the State of Arkansas, and shall be subject to its sole jurisdiction and governed by, construed and enforced pursuant to 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). In accordance with Article 5, § 20 of the Arkansas Constitution and Arkansas Code Annotated § 19-10-204, the Parties agree that the Arkansas State Claims Commission has exclusive jurisdiction over any claims for damages against the University. Nothing contained in the Agreement shall be deemed, construed or operate as a waiver of any immunities to suit available to University and/or its trustees, officials, employees, volunteers, students, agents or representatives (in both their official and individual capacities) or their right to assert in good faith all claims and defenses available to them in any proceeding.

A breach of any one of these certifications will be considered a material breach of Agreement. In the event that a Respondent breaches any one of these certifications, University shall have the right to immediately terminate this Agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity. Respondent further acknowledges and agrees that University is a Division I member of the National Collegiate Athletic Association (“NCAA”), as well as the Southeastern Conference (“SEC”), and that University is subject to all bylaws, rules, and regulations of the NCAA and SEC. Accordingly, Respondent agrees that it will take all steps as reasonably requested by University to ensure full compliance with all NCAA and SEC bylaws, rules, and regulations.

1. **Agency Employees and Agents:** Respondent shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, Respondent agrees to take all necessary measures to prevent injury and loss to persons or property while on the University premises. Respondent shall be responsible for all damages to persons or property on and off Campus caused solely or partially by Respondent or any of its agents or employees. Respondent’s employees shall conduct themselves in a professional manner and shall not use University’s facilities for any activity or operation other than the operation and performance of services as herein stated. University reserves the right to deny access to any individual.

The following conduct is unacceptable for Respondent’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. Respondent shall require standard criminal background checks on all employees of the Respondent’s business in advance of the performance of any on-Campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the University Campus or reported to University for review and approval in advance of the performance of any on-Campus duties.

1. **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.
2. **Insurance:** The successful Respondent shall purchase and maintain at Respondent’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 University:

* Workers Compensation: As required by the State of Arkansas.
* 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.
* 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 company 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 University.

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

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

Respondent 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. **Acceptance and Rejection:** Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the Selected Respondent promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
2. **Default:** University reserves the right, along with other remedies provided in this document or at law, to cancel any resulting Contract in the event of back orders, default in specified delivery dates, manner, location or times, or Selected Respondent’s failure to meet other specifications. The Selected Respondent must give written notice to the University of the reason for any such default or delay and the expected delivery date, time and manner.
3. **Not Contingent on University/Razorback Athletics Performance:** The rights of the University and obligations of Successful Respondents to provide products, services or make any financial or sponsorship payments to the University under this document and any resulting Contract, is in no way contingent upon the level of attendance at any Razorback Athletics or other event; the number of athletic or other events hosted by the University; the performance or lack of performance by any University athletic teams; the University’s or any of its athletic teams, coach’s or student-athlete’s status, standing or affiliation with any athletic governing body or conference; the opportunity for broadcast exposure or broadcast ratings; adverse publicity related to the University, its trustees, employees or students, Razorback Athletics or its athletic teams; University enrollment; or any other factors which indicate any degree of public exposure of a successful Respondent, the University, Razorback Athletics or its athletic teams.
4. **No Assignment by Selected Respondent:** It is mutually understood and agreed that the Selected Respondent shall not sell, assign, transfer, convey, subcontract, or otherwise dispose of its Contract, or its right, title or interest therein, or its power to execute such Contract, to any other person, firm, or corporation. The Selected Respondent shall not assign by power of attorney or otherwise, any of the payments, which is to become due and payable under a Contract resulting from this document. Failure to comply with this requirement may, in the University’s sole discretion, result in the cancellation of the Contract.
5. **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.
6. **Tobacco Free Campus and Signage:** Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by University and on and within all vehicles on University property, and on and within all University vehicles at any location.

Respondents will also not place any signage on the Campus without the prior written consent of University. None of University’s signage may be draped, covered, or otherwise hidden at any time.

1. **Disputes:** Respondent and University agree that they will attempt to resolve any disputes in good faith. Respondent and 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 Respondent acknowledges, understands and agrees that any actions for damages against University may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.
2. **Respondent’s Responsibility to Read RFP:** It is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all 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. Failure to examine any drawings, specifications, and instructions will be at bidder’s risk. This engagement is separate from any other engagement bidder may be currently pursuing with the University, interpretation of the University is final. Bids not fully compliant with all sections of the RFP may be deemed non-responsive and may not be evaluated. However, the University reserves the right to waive any formality or irregularity in any bid if deemed to be in the best interest of the University. In addition, the University reserves the right to reject any or all bids. If language in this RFP differs from other language in the University’s Standard Terms and Conditions or other standard forms, the language in this RFP shall govern.

Service Details

1. **Repairs and Maintenance:** During the Term, Respondent shall maintain the Campus in good, sanitary, safe, and operable condition. Any damage to Campus beyond normal wear and tear shall be the sole financial responsibility of Respondent, including, but not limited to, any damage caused by or arising from Respondent’s subcontractors, the event, event organizers, employees, artists, any invitees, or any other individuals. In the event any repairs to the real property or the buildings comprising or immediately adjacent to the Campus are necessary, Respondent shall be responsible to coordinate with University regarding the repairs. University shall have final approval over any Respondent and the scope of the repairs. The Campus shall be fully restored to the same standard and quality in existence at the time any such damage occurs. Respondent shall be responsible for any clean-up of the Campus which may be required as a result of the Fireworks Display Services immediately following each display. In the event the vendor fails to comply with this obligation, University may charge Respondent for any resulting cleanup costs incurred by the University.

**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.

**2. Alterations and Waste:** During the Term, Respondent shall not make any alterations, improvements, or additions to the Campus without prior written consent of University. During the Term, Respondent shall also not allow or commit any waste of the Campus.

### **3. Nuisances:**  During the Term, Respondent shall not allow any nuisance to exist on or about the Campus. If any nuisance or material adverse effect shall occur, Respondent, at its expense, shall promptly abate such nuisance.

### **4. Expenses**: Each Party shall pay its own respective expenses incurred by or on behalf of each of them in connection with the negotiation, preparation, and execution of this Agreement.

### **5. Permits/Licenses and Compliance:** Respondent covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Respondent is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Respondent’s employees or subcontractor (if any) working on the project; further, upon request, Respondent shall provide copies of all such permits or licenses to the University.

### **6. Performances:** Respondent acknowledges that the use of performance-based standards on any resultant Contract by the University are required pursuant to Arkansas Code Annotated § 19-11-267. Respondent 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. Respondent shall warrant that the equipment placed on the Campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Respondent acknowledges that all products and services provided to University or tailgate customers on the University Campus are to be of high quality and rendered in a timely and professional manner. Respondent represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Respondent shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Respondent recognizes that failure to perform hereunder may cause University financial or reputational harm or damages or require it to acquire replacement services on short notice. Therefore, any failure to provide the agreed upon products or services to 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 Respondent and University subject to termination.

### **7.** **Risk of Loss:** Selected Respondent shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University or its affiliates for any losses incurred in association with this document or Contract. The University shall not be responsible for any loss or damage to merchandise, personal property of Respondent’s employees or guests, or other equipment in case of vandalism, theft, break-in, or burglary, power failure, riot, protest, fire, flood, explosion, hurricane, tornado, electrical storms, severe weather or any other acts of God or other events beyond the immediate control of the University.

### **8. Service Expectations:** Respondent and its 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. Respondent, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by University to maintain the high standard of quality and management for the services outlined in this RFP and any resulting contract. Respondent agrees that it 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. Respondent shall not employ any current student-athletes. Respondent shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of University policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and University trustees, officials, employees, agents, licensees, respondents, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from Campus.

Attachment A - Financial Proposal

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

Financial Proposal should include:

**Preseason Down Payments** (detail per year)

**Supply of Products** (detail per year, per usage)

**Insurance costs**

**Permitting costs**

**Equipment costs**

**Labor costs**

**Any other creative offerings & enhancements:** List creative offerings & enhancements below and associated benefit.

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

**Attachment B - Exceptions**

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

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| **ITEM #** | **Page Number** | **Specific Language** | **Comments** |
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Attachment C - 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 D - 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 E - 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 F - SPECIFICATIONS / GOALS AND DELIVERABLES

Each Proposal should contain the following information at a minimum:

MINIMUM SPECIFICATIONS

**NOTE:** If offering equal brand and/or specifications, the full description and complete specifications

must accompany bid at the time of bid opening. Failure to do so may result in disqualification of bid. **ITEM 1: FOOTBALL**

The close proximity fireworks to be discharged inside Donald W. Reynolds Stadium during the Display for each of the six (6) home Football games per season shall include the following:

**\*FB1: SINGLE VIDEOBOARD AND/OR ON-FIELD ONLY LOCATION\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  **Single-Game Description** | **Price** | **Games** | **Total** |
|  | Team Entrance: Two (2) on-field flame activations |  |   | 6 |   |
|  |  |  |   |  |   |
|  |   |  |   |  |   |
|  | Team Entrance: Two (2) on-field firework activations |  |  | 6 |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Team Entrance: Single videoboard activation |  |  | 6 |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  | National Anthem: Single Videoboard activation |  |   | 6 |   |
|  | Field Goals: Single Videoboard activation |  |   | 6 |   |
|  |   |  |   | 6 |   |
|  | Touchdowns: Single Videoboard activation |  |   | 6 |   |
|  |  |  |   | 6 |   |
|  |   |  |   | 6 |   |
|  | Game Win: Single Videoboard activation |  |   | 6 |   |
|  |   |  |   | 6 |   |
|  |   |  |   | 6 |   |
|  | Load In/Load Out | Load in before first game/Load out after last game |   | 1 |   |
|  | Labor | Please provide cost estimate for labor |   | 6 |   |
|  | Insurance | For entire season |   | 1 |   |
|  | Permits | For each game throughout season |   | 6 |   |
|  |  |  |  | **FB1 TOTAL** |   |
|  |  |  |  |  |   |

**\*FB2: DOUBLE VIDEOBOARD PLUS ON-FIELD ONLY LOCATION\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  **Single-Game Description** | **Price** | **Games** | **Total** |
|  | Team Entrance: Two (2) on-field flame activations |  |   | 6 |   |
|  |  |  |   |  |   |
|  |   |  |   |  |   |
|  | Team Entrance: Two (2) on-field firework activations |  |  | 6 |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Team Entrance: Double videoboard activation |  |  | 6 |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | National Anthem: Double Videoboard activation |  |   | 6 |   |
|  | Field Goals: Double Videoboard activation |  |   | 6 |   |
|  |   |  |   | 6 |   |
|  | Touchdowns: Double Videoboard activation |  |   | 6 |   |
|  |  |  |   | 6 |   |
|  |   |  |   | 6 |   |
|  | Game Win: Double Videoboard activation |  |   | 6 |   |
|  |   |  |   | 6 |   |
|  |   |  |   | 6 |   |
|  | Load In/Load Out | Load in before first game/Load out after last game |   | 1 |   |
|  | Labor | Please provide cost estimate for labor |   | 6 |   |
|  | Insurance | For entire season |   | 1 |   |
|  | Permits | For each game throughout season |   | 6 |   |
|  |  |  |  | **FB2 TOTAL** |   |
|  |  |  |  |  |   |

**ITEM 2: Baseball**

The close proximity fireworks to be discharged inside Baum-Walker Stadium during up to ten (10) agreed upon dates, with an option for a big postgame show at end of season

**\*BASEBALL\***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **Description** | **Price** | **Games** | **Total** |
|  | National Anthem | 3 shots per game at Rocket's Red Glare/Bombs Bursting in Air/End |   | 10 |   |
|  | Home Runs | 2 shot per game of Crackling Mines/Concussion |   | 10 |   |
|  | 7th Inning Stretch | 1 shot after Hog Call (Red Comets/Red Peonies/Concussion each) |   | 10 |   |
|  | Game Win | 2.5" shells, Red Comets/Crackling Mines and Concussions |   | 10 |   |
|  | Postgame Show | Approx. 10-minute display (Assorted color/salute shells) |   | 1 |   |
|  | Labor | Per Game |   | 10 |   |
|  | Insurance | For entire season |   | 1 |   |
|  | Permits | For entire season |   | 1 |   |
|  |  |  |  | **BASE TOTAL** |   |
|  |  |  |  |  |   |

**ITEM 3: Olympic sports (Indoor; Basketball)**

Close proximity fire elements to be discharged inside Bud Walton Arena

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **Description** | **Price** | **Games** | **Total** |
|  | Team introductions | Two (2) on-court flame activations |   | 20 |   |
|  | Labor | Per Game |   | 10 |   |
|  | Insurance | For entire season |   | 1 |   |
|  | Permits | For entire season |   | 1 |   |
|  |  |  |  | **BASE TOTAL** |   |
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**ITEM 4: Olympic sports (Outdoor; miscellaneous sports)**

The close proximity, debris less fireworks to be discharged at various Olympic sports events at agreed upon dates, if applicable

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **Description** | **Price** | **Games** | **Total** |
|  | National Anthem | 3 shots per game at Rocket's Red Glare/Bombs Bursting in Air/End |   | 10 |   |
|  | Scores | 2 shot per game of Crackling Mines/Concussion |   | 10 |   |
|  | Game Win | 2.5" shells, Red Comets/Crackling Mines and Concussions |   | 10 |   |
|  | Postgame Show | Approx. 10-minute display (Assorted color/salute shells) |   | 1 |   |
|  | Labor | Per Game |   | 10 |   |
|  | Insurance | For entire season |   | 1 |   |
|  | Permits | For entire season |   | 1 |   |
|  |  |  |  | **BASE TOTAL** |   |
|  |  |  |  |  |   |
|  |  |  |  |  |  |

***Note:*** The University will not be obligated to pay any costs not identified in the offer submitted. Any cost not identified by the respondent but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent.

Attachment G - Bidder Conflict of Interest Form

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

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

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

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

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

|  |  |  |
| --- | --- | --- |
| **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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_