

**Request for Proposal (“RFP”)**

**RFP No. 02122018**

**Athletics Retail Merchandising**

**PROPOSAL RELEASE DATE: February 12, 2018**

**PROPOSAL DUE DATE: February 27, 2018**

**PROPOSAL DUE TIME: 2:30 PM CST**

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

**Business Services**

**Administration Bldg, Rm 321**

**1125 W Maple St**

**Fayetteville, AR 72701**

**Signature Required For Proposal**

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

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

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

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

**PART 1**

**OVERVIEW**

**1.1 OVERVIEW OF RFP**

**A. Rights Subject to RFP**: The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas Department of Athletics, located in Fayetteville, Arkansas (“University”) proposes to enter into a Retail Merchandising Agreement (“Contract”), whereby the successful Respondent (“Contractor”) would be granted rights to sell licensed merchandise via the internet e-commerce site which is linked through Arkansas Athletics’ home page, [www.ArkansasRazorbacks.com](http://www.ArkansasRazorbacks.com) (“On-line Sales”). Proposals will also be reviewed for Respondents wishing to sell licensed merchandise at all athletic events (“Game Day Sales”) and Hog Heaven, the on-campus retail sales location within Bud Walton Arena (“Store Sales”). Qualified Respondents may submit a proposal for online only or all three merchandise elements.

**B. Goals of the Process**: The goals of the RFP process include substantial merchandise revenue growth for the University.

**C. Term:** The term of this Contract will begin upon date of the RFP award.  The required services described herein are to commence July 1, 2018 and unless terminated sooner, shall continue in force until completion (“Term”). Thereafter, the Contract may be renewed upon mutual agreement of both parties for a period of additional years not to exceed five (5) years unless terminated sooner.

**D. Best Proposal Required:** Each Respondent must present its best comprehensive proposal covering the areas outlined in this RFP. Proposals should describe the Respondent’s suggested programs, assumptions and expectations to achieve all parties’ financial, operational, and customer service objectives.

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

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

**F. Minimum Expectations:** All Respondents must review the RFP requirements carefully and develop a Proposal that at a minimum meets the expectations outlined hereinafter.

**1.2 OVERVIEW OF THE UNIVERSITY OF ARKANSAS AND RAZORBACK ATHLETICS**

**A. The University of Arkansas**

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

Since 2014, University enrollment has grown by two percent to reach 27,558 for Fall 2017. The University has also earned the Carnegie Foundation’s highest research classification making it one of only 108 institutions in the country – and the only school in the state – to hold that distinction.

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

***Quick Facts***

Location: Fayetteville, Arkansas

Founded: 1871

Chancellor: Dr. Joseph E. Steinmetz

Endowment market value: $898.9 million (end of FY 2016)

Research expenditures: $153 million (FY 2017)

Student Enrollment: 27,558 (Fall 2017)

Faculty: 1,353

Staff: 3,150 full-time; 77 part-time (Fall 2017)

**B. Razorback Athletics**

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

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

In 2016-17, University student-athletes were busy adding new accomplishments to the rich tradition of Razorback Athletics while reaffirming the program’s standing among the top all-sport programs in the nation. The University finished 20th in the 2016-17 Learfield Directors Cup Standings, a year-long measure of intercollegiate athletics programs’ success. This was the eighth time in the last 10 years that Arkansas has finished in the Top 25. The Razorbacks finished second among programs with 19 or fewer sports and finished ahead of eight SEC programs. Arkansas scored 839 points, the second-most in program history.

Host to more than 200 home athletic competitions, the University once again welcomed more than *one million* fans to campus for athletic-related events in 2016-17. The University was one of three programs in the nation to rank in the top 25 in attendance for football (487,087), men’s basketball (274,446) and baseball (289,421).

Razorback Athletics has an annual estimated economic impact of $164.2 million with another $255.6 million being added to the economy from recent construction projects, like the North End Zone Project.

When it comes to post-season play, the University’s campus has become one of the nation’s prime destinations. Since the Razorbacks entered the SEC in 1992, it has hosted 93 conference and NCAA regional and national competitions, furthering its national reputation for both its outstanding facilities and its role as a championship host. In 2016-17, the University hosted the SEC Cross Country Championships and four NCAA Championship events in women’s soccer, baseball, cross country and gymnastics.

**PART 2**

**GENERAL INFORMATION FOR RESPONDENTS**

**2.1 DISTRIBUTING ORGANIZATION**

This RFP is issued by the University’s Office of Business Affairs. The University Purchasing Official is the sole point of contact during this process.

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

Whitney Smith, IT Procurement Coordinator

Office of Business Services

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

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (“Q&A”), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the University of Arkansas bid solicitation website: <http://hogbid/>. During the time between the bid opening and Contract award(s), with the exception of Respondent questions during this process, any contact concerning this RFP will be initiated by the University and not the Respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is the Respondent’s responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**2.2 DEFINITION OF TERMS**

The University Office of Business Affairs has made every effort to use industry accepted terminology in this RFP and will attempt to further clarify any point or item in question at Respondent’s request. The terms “Bidder” and “Vendor” are used synonymously with the term “Respondent” in this document. The competitive procurement process being utilized in this transaction is “Request for Proposal” (“RFP”). The term “Contractor” shall refer to the successful Respondent/Bidder/Vendor awarded the RFP by the University.

**2.3 TIMETABLE OF ACTIVITIES**

The Athletics Department intends to begin working with the Contractor selected in July 2018. The successful Contractor must be prepared to begin sales by July 1, 2018.

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

February 12: RFP released to public

February 16: Questions from interested bidders must be received by 2:30pm (CST)

February 20: Last date UAF will issue an addendum addressing bidder questions

February 27: Proposal submission deadline 2:30 PM CST

TBD: Vendor Presentations

TBD: Intent to Award notification made public

Upon Award: Contract Negotiations Begin (upon intent to award)

July 1, 2018: Anticipated start date for successful bidder

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

**2.4 AWARD RESPONSIBILITY**

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

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

**2.5 ORAL AND/OR WRITTEN CLARIFICATIONS, PRESENTATIONS, DEMONSTRATIONS**

The University reserves the option to request oral or written clarification, demonstration, or presentation from Respondents during the evaluation phase. In the event the University deems it necessary to have the Respondent further explain or demonstrate various portions of their proposal, the Respondent shall provide oral and/or written information to comply with the requirement. The University will schedule the time and location of each presentation, should this option be chosen. All presentations are subject to being recorded. Respondent refusal to honor the request for oral and/or written presentation will result in rejection of the proposal.

**2.6 CAUTION TO RESPONDENTS**

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

* Failure of the Respondent to comply with all articles in the Standard Terms and Conditions as attached to the front of this RFP, and with all articles within this RFP document.
* Failure of the Respondent to submit bid on or before the deadline established by the Purchasing Department and stated on the bid cover sheet.
* Failure of the Respondent to adhere to generally accepted ethical and professional principles during the bidding and selection process.
* Failure of the Respondent to respond to a request for oral or written clarification, demonstration, or presentation.
* Failure of the Respondent to comply with the intent of any statement in this document, which has the word “must”, “should”, or “shall” in it.
* Failure of the Respondent to have an authorized official sign the original bid in the blank provided on the bid cover sheet.
* Any wording by the Respondent in their Proposal to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

**2.7 COST OF PROPOSAL PREPARATION**

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

**2.8 PROPRIETARY INFORMATION**

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act.

The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary,

or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can

only be protected to the extent permitted by Arkansas law.

**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, and financials or system/software/hardware manuals. **Cost cannot be considered as proprietary**.

**2.9 RIGHTS TO SUBMITTED MATERIALS**

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

**2.10 RESERVATION**

This RFP does not commit University to award a Contract, to pay costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. 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.

In responding to this RFP, Respondents recognize that the University may make an award to a primary vendor; however, the University reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**2.11 GOVERNING LAW**

The Contract and all transactions and subsequent amendments between Respondent(s) or Contractor(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 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 the Contract. 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 or its trustees, officials, employees and representatives. The parties further agree that the Arkansas Claims Commission has exclusive jurisdiction over any claims for damages against University. 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 Respondent(s) for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits. Consistent with the foregoing, the Contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

**2.12 INDEMNIFICATION**

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

**2.13 CONTRACT INFORMATION**

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

The State of Arkansas may not contract with another party:

* To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
* To indemnify and defend that party for liability and damages. Under Arkansas law the University of Arkansas may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
* Upon default, to pay all sums that become due under a contract.
* To pay damages, legal expenses, or other costs and expenses of any party.
* To conduct litigation in a place other than Washington County, Arkansas.
* To agree to any provision of a contract that violates the laws and constitution of the State of Arkansas.

A party wishing to contract with the University should:

* remove any language from its contract compelling arbitration, indemnification by the University, attorneys’ fees or which grants to it any remedies other than the right to possession and the right to accrued payment;
* include the terms and conditions stated in this RFP; and
* acknowledge in its contract that contracts become effective when awarded by the University.

**2.14 CONDITIONS OF CONTRACT**

The Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of work. The Contractor shall indemnify and save harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the awarded Contractor.

To the extent the awarded Contractor shall have access to, store or receive student education records, the Contractor agrees to abide by the limitations on use and re-disclosure of such **records** set forth in **the Family Educational Rights and Privacy Act** (“FERPA”), 20 U.S.C. § 1232g, and 34 CFR Part 99. The Contractor agrees to hold student record information in strict confidence andshall not use or disclose such information except as authorized in writing by the University or as required by law. The Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, the Contractor shall return or destroy all student education record information within thirty (30) days.

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 Arkansas Code Annotated § 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. Instructure 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, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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, a CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement 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, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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 Arkansas Code Annotated § 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 does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the Respondent must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

**2.15 COMPETITIVE OFFER / NO COLLUSION**

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

**2.16 TYPE OF CONTRACT**

The Contract resulting from this RFP will be developed in accordance with the requirements of this RFP which shall also be incorporated therein by reference. The RFP and any or all of the Respondent’s proposal, as well as other official documents and correspondence, which are accepted in writing by the University will become part of the resultant Contract.

**2.17 CONFIDENTIALITY AND PUBLICITY**

From the date of issuance of the RFP until the opening date, the Respondent must not make available or

discuss its Proposal, or any part thereof, with any employee or agent of the University. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of the University.

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 the University Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent’s bid. The University Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

During the performance of the Contract by the Contractor, it may become necessary for employees of the Contractor to have access to records and information about the University’s processes, employees, including confidential or proprietary information, trade secrets, and intellectual property to which the University holds rights or is required by law or policy to keep confidential. The Contractor agrees to make best efforts to ensure that its employees will not disclose such records or information outside of its company, to keep all such information strictly confidential, and to refrain from discussing these records and information with anyone outside of its company without written permission from a properly authorized University official, unless compelled by a court of competent jurisdiction or valid subpoena. In the event Contractor is compelled to make such disclosure under the circumstances outlined in this paragraph, it shall immediately notify the University in order to allow the University sufficient time to adequately respond, intervene or take other action to protect or defend its interests.

**2.18 TERMINATION OF CONTRACT**

The University may terminate the Contract without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of the Contract during any biennium period of the Term (including any renewal periods), the parties agree that the Contract shall automatically terminate without notice.

1. If at any time the services become unsatisfactory, the University will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the Contract shall be cancelled by the University. Additionally, the Contract may be terminated, without penalty, by the University without cause by giving thirty (30) days written notice of such termination to the Contractor.
2. Upon award, the Contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.
3. In no event shall such termination by the University as provided for under this section give rise to any liability on the part of the University including, but not limited to, claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University’s sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the Contract shall survive the

termination of the Contract.

**2.19 DISPUTES**

The Contractor and the University agree that they will attempt to resolve any disputes in good faith. The Contractor 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 the Contract. The Contractor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**2.20 ACCOUNTING RECORDS**

The Contractor will retain separate books, records and accounts relating to the operation of the Contract in a form and manner satisfactory to the University. At the close of each month’s accounting period the Contractor will provide the University with a summary sales revenue and commissions statement for all merchandise sales occurring under the Contract by day for the month’s operation and year-to-date. The University reserves the right to request that additional sales data be reported on a monthly basis. The Contractor shall submit to the University within sixty (60) days following the close of the University fiscal year an audited statement of sales revenue and commissions paid to the University; along with the Contractor’s most recent audited financial statements.

**2.21 EXCUSED PERFORMANCE**

In the event that the performance of any terms or provisions of the 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, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Excused Performance”), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**2.22 FUNDING OUT CLAUSE**

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

**2.23 TOBACCO FREE CAMPUS**

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

**2.24 NCAA AND SEC**

The Contractor shall at all times comply with all NCAA and SEC rules and regulations, and the rules of any other conference or association to which University’s athletic teams may belong. The Contract may be terminated for any such violations by the Contractor, its official, employees, representatives, agents, subcontractors or guests.

**2.25 INDICIA**

The Respondents and the awarded Contractor 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, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, landmarks, uniforms, and other symbols associated with or referring to the University that are adopted and used or approved for use by the University, including any derivative or unitary marks or images (collectively the “Indicia”) and that each of the Indicia is valid. No Respondent or Contractor shall have any right to use any of the Indicia or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of the University. Respondents and Contractor agree that any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the University without compensation.

**2.26 CONTRACTOR’S EMPLOYEES AND AGENTS**

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

**2.27 OBLIGATIONS OF CONTRACTOR**

The Contractor agrees to the following:

* Train staff and workers.
* Comply with University parking requirements at the Contractor’s expense.
* Prompt payment of commissions and other amounts due to the University.
* Provide order fulfillment services for all appropriate sales, including complete product procurement, warehousing, inventory management, packing, shipping, credit card transactions and customer service.

**2.28 OBLIGATIONS OF THE UNIVERSITY**

The University will provide the Contractor with:

* Use of retail space as deemed reasonable by the University.
* Electricity at existing locations at no cost to the Contractor. However, the University assumes no liability for any interruption or disruption of these utilities.
* Phone and internet lines at necessary locations. Due to PCI Compliance, Contractor may have to install separate internet lines.
* Use of existing trash and recycling receptacles.
* Furnish and maintain the necessary utility connections and services at the designated retail locations.
* Provide link from ArkansasRazorback.com to online e-commerce site.

**2.29 BEST AND FINAL OFFER**

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

**2.30 DISCLOSURE**

1. **Contract and Grant Disclosure**

Disclosure is a condition of this Contract and the University cannot enter into any contract for which disclosure is not made. Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to the Respondent’s business, the Respondent must state so in writing.

1. **Respondent 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 bid Proposal. It is the responsibility of the Respondent desiring to be considered for a bid 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.

**2.31 PRIME CONTRACTOR RESPONSIBILITY**

Single and joint Respondent bids and multiple bids by Respondents are acceptable. However, the selected Contractor(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.

**2.32 PROPOSAL MODIFICATION**

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

**PART 3**

**GENERAL RESPONSIBILITIES & REQUIREMENTS FOR RESPONDENTS**

**3.1 GENERAL**

The University is seeking proposals from qualified Respondents to manage and operate merchandise sales for (a) On-line Sales; (b) Game Day Sales; and (c) Store Sales, as defined herein. The awarded Contractor will be required to sell merchandise at all athletic events held at University athletic facilities (identified in Exhibit A) located on its campus in Fayetteville, Arkansas. Qualified Respondents should also display ability to execute mobile sales sites for various on and off-campus athletic and/or fan events (identified in Exhibit B). Respondents may submit a proposal for On-line Sales only, or for all three merchandise elements (On-line Sales, Game Day Sales, and Store Sales).

**3.2 CONDUCT**

The Contractor, its officials, employees, agents, guests, and subcontractors and its employees shall understand that they will be working in an institution of higher learning, and they will be required to conduct themselves in a manner that is commensurate with that environment. The Contractor, its officials, employees, agents, guests, and subcontractors shall do all things reasonably necessary or required by the University to maintain the highest standard of quality and management for the operations outlined within the Contract.

**3.3 CONTRACTOR’S EXPENSE**

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

**3.4 LAWS, ORDINANCES, RULES, REGULATIONS, AND LICENSE**

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

**3.5 PROPOSAL REQUIREMENTS**

Proposals will be publicly opened in the Purchasing Office, Room 321 Administration Building, The University of Arkansas, Fayetteville, Arkansas, 72701, at 2:30 p.m. CST, on the proposal due date. All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

**Agencies must submit one (1) signed original, one (1) signed copy, and two (2) soft copies of their Proposal (i.e. CD-ROM or USB Flash drive)** labeled with the respondent’s name and the Bid Number, readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. Proposals must be received at the following location prior to the time and date specified within the timeline this RFP:

University of Arkansas

Business Services

Administration Bldg, Rm 321

1125 W. Maple St

Fayetteville, Arkansas 72701

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

**Additional Redacted Copy REQUIRED**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of the University of Arkansas and shall be open to public inspection when the bid solicitation has been awarded and a final Contract is complete.

It is the responsibility of the Respondent to identify all proprietary information included in their bid 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 CD or 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 bid Proposal to be considered. The Respondent is responsible for ensuring the redacted copy on CD/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 once a Contract is final. 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.

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

**3.6 RESPONDENT INSTRUCTIONS / RESPONSIBILITIES**

Respondents must comply with all articles of the Standard Terms and Conditions documents posted on

our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all

articles within the RFP document. The University is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Respondents can insert Proposals into the document provided, or create their own response document making sure to remain consistent with the numbering and chronological order as listed in the University’s RFP document.

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

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.

**3.6.1 RESPONSIBILITIES / SPECIFICATIONS**

Respondents shall include the following items in summary:

* Qualifications
* Relevant experience in college athletics or professional sports
* Name, title, and background information of proposed project team members
* Name, address, phone number, and email of key contact person
* Proposed method of doing work specific to online sales or on-site sales
* Identify POS system and other retail management systems
* Examples of projects of similar size and scope
* Three references including addresses, phone number, and contact person’s name for the management of other universities or organizations for whom the Respondent has provided services similar to those outlined within the RFP specifications
* Identify any subcontractors
* See RFP checklist for additional responsibilities

**3.6.2 ASSUMPTIONS AND AGREEMENTS**

* Contractor will provide sales force and merchandise sales at all designated home athletic events, plus certain off-campus events that are related to the University’s Athletics sports and programs, including but not limited to possible NCAA tournament site sales, football bowl site sales, select gatherings of University fans and pep rallies.
* Contractor will operate and fully manage the brick and mortar store “Hog Heaven” located in Bud Walton Arena.
* Contractor will operate and fully manage on-line sales through the University’s website (ArkansasRazorbacks.com).
* All fixtures provided by the Contractor will become the property of the University at the conclusion of the Contract Term.
* Unless otherwise agreed upon, a minimum of fifteen (15%) percent of the store’s product line shall be the products of the University’s apparel sponsor (currently Nike). Respondent also agrees not to sell any product produced by a competitor of the University’s apparel sponsor (this currently includes, but is not limited to Under Armor and Adidas).
* Shipping and handling charges are to be reasonable and not a “profit-center”.
* The University will conduct a credit check on all Respondents.
* Proposals and bids may be subject to open records requests after bid process is complete.
* The Contractor shall indicate its ability to sign the Contract with the University incorporating the assumptions and conditions of this RFP and the actual Proposal as accepted by the University.
* The University acknowledges that there may be some subjectivity in evaluation of the Proposals, but every effort will be made to be impartial and fair in the evaluation process.
* Respondent will provide order fulfillment services for all appropriate sales, including complete product procurement, warehousing, inventory management, packing, shipping, credit card transactions and customer service.
* Contractor takes full responsibility for actions of officers, employees, agents, subcontractors and guests.
* Contractor will sell high quality merchandise and maintain space in the Hog Heaven store for “Razorback Collection” merchandise.
* Agree to not sell any unlicensed, unapproved or other products that potentially violate the University’s other agreements or could reflect poorly on the University, its officials, employees, students, alumni, or its athletic programs or events, in the University’s sole discretion.

**3.7 INSURANCE**

The insurance requirements in the proposal are the minimum acceptable coverage for the work to be performed as the result of the Proposal. Prior to completing this Proposal, it is the Contractor’s responsibility to verify compliance of their insurance coverage with the following requirements. If the Contractor submitting the proposal does not carry the specified insurance, it is the Contractor’s responsibility to obtain pricing to meet these requirements prior to submitting the Proposal. Such insurance shall include the following as additional insured’s: The Board of Trustees of the University of Arkansas, its member institution the University of Arkansas, and all of its’ respective agents, officers, and employees.

The Contractor shall procure and maintain, at the Contractor’s expense, the following minimum insurance coverage for the Term of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University at the commencement of the Contract, and on each subsequent anniversary date of the commencement of the Contract. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas, and shall provide that policies may not be cancelled except upon thirty (30) days prior written notice to the University. Failure to file certificates shall in no way relieve the Contractor of their responsibility for maintaining adequate insurance.

* Worker’s Compensation: As required by the State of Arkansas.
* Comprehensive General Liability: no less than $5,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability: no less than $1,000,000 combined single limit coverage each occurrence for bodily injury and property damage.
* Umbrella Policy: no less than $5,000,000 limit of liability per occurrence.

**3.8 RISK OF LOSS**

The Contractor 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 the Contract. The University shall not be responsible for any damage to merchandise or other equipment in case of vandalism, break-in, or burglary, power failure due to hurricane, tornado, electrical storms, or other acts beyond the control of the University or its affiliated entities. The Contractor shall maintain, during the life of this Contract, minimum insurance requirements as detailed in the proposal.

**3.9 TIME IS OF THE ESSENCE**

Respondents and University agree that time is of the essence in all respects concerning this RFP, the Contract, and performance of all obligations therein.

**3.10 FORMATION OF THE CONTRACT**

At its option, the University may take either one of the following actions in order to create the Contract between the University and the Contractor:

**A.** Accept a Proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accept the Proposal submitted in response to it.

**B.** Enter negotiations with one or more firms in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the Proposal submitted by the firm and negotiations concerning these.

Because the University may use alternative (A) above, each Respondent should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted. The contents of this RFP will be incorporated into the final contract documents, which will include a Standard University agreement.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to the University, it officers, agents and employees, including, but not limited to the sovereign immunity of the State of Arkansas.

**NOTE:** The Contractor may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/_resources/documents/TGSForm.pdf>

**3.11 PERMITS/LICENSES AND COMPLIANCE**

Contractor 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 any resulting Contract, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor 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 Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to the University.

**3.12 WEB SITE ACCESSIBILITY**

Contractor represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (“WCAG”) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from University.

**3.13 PROHIBITION AGAINST BOYCOTTING ISRAEL**

In accordance with Ark. Code Ann. § 25-1-503, Contractor hereby certifies to the University that the Contractor: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of the Contract not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of the Contract. In the event that the Contractor breaches this certification, the University may immediately terminate the Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**3.14** **CAMPUS RESTRICTIONS**

Contractor shall not engage in the sale and/or distribution of food and/or beverages at any location on campus. Contractor 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 the University. Contractor 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 of Arkansas policies and the Arkansas enhanced concealed carry laws. Contractor 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. Contractor agrees 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 this campus. Contractor will fully comply with all applicable University of Arkansas policies, and federal, state and local laws, ordinances, and regulations.

**3.15 QUALIFICATIONS OF RESPONDENTS**

The University may make such investigations as deems necessary to determine the ability of the Respondent to meet all requirements as stated within this bid request, and the 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.

**3.16 DEFAULT**

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

**3.17 NON WAIVER OF DEFAULTS**

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

**3.18 INDEPENDENT PARTIES**

The relationship of the Contractor and the University is that of independent contractors, and nothing in this Contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**3.19 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.

**3.20 ERRORS AND OMISSIONS**

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

**3.21 PCI DSS COMPLIANCE**

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the University or other services contemplated under this RFP or the Contract, 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 Contactor (and/or any third party service provider utilized by the Contactor) 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. The Contactor 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.

The Contactor 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 Contactor or any third party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the Contract. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor 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. The Contactor will provide their Attestation of PCI Compliance and network scans to the University on an annual basis. The Contactor 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. The Contactor will indemnify the University for any third party claim brought against the University arising from a beach by the Contactor of the representations or obligations of this paragraph. This paragraph and its indemnity will survive the termination of the Contract.

**PART 4**

**EVALUATION AND SELECTION PROCESS**

**4.1 SELECTION PROCESS**

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

Selection shall be made in the best interest of the University. The University reserves the right to issue an award on an all-or-none or per-item basis, whichever is in the best interest of the University. A Contract will be awarded to the successful Respondent who has, in the opinion of the University, best demonstrated competence and qualification for the type of services required at fair and reasonable prices/compensation and whose proposal is deemed to be in the best interest of the University. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by the University (for whatever reasons), the University may reconsider the proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of ninety (90) days after the closing date and time for submission of proposals. The Respondent and University agree that time is of the essence in all respects concerning the award of the Contract and performance hereunder.

**4.2 EVALUATION CRITERIA**

It is the intent of the University to award a Contract to the Respondent deemed to be the most qualified and responsible Respondent, who submits the best overall proposal based on an evaluation of all Proposals. Selection shall be based on University assessment of the Respondent’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. Each Proposal will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the items listed below.

1. **Complete/Thorough Proposal (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 of the nature of the project
* The Respondent’s compliance with all requirements of the RFP specifications.
* The Respondent’s proposed commitment to its relationship with the University and customers, including but not limited to developing comprehensive marketing, sales and service plans, and methods of securing and retaining of quality employees.
* Detailed proof of all requested qualifications and specified services
* Project timeline (capacity to complete the project within realistic timeframe)

1. **Contractor 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:

* Company overview
* Relevant experience
* Demonstration of the selected Respondent’s prior successful experience with the specified activities.
* References
* Ability to create an omni-channel retail environment between on-line and in-venue
* Current Product Suppliers

1. **Financial Proposal (40 points)**

Respondent having best financial proposal shall receive forty (40) points. Points shall be assigned based on factors within this category, to include financial return to the University, among other factors such as:

* Financial guarantees that exceed all costs anticipated by the University
* Projected increased merchandise sales growth opportunities for the University
* Percentage of sales commissions
* Percentage of growth
* Product Pricing Structure (on-line and in-venue), including product liquidation lifecycle
* Build-out and fixturing of a new 2,200 square-foot in-venue retail location located in the north end zone of Donald W. Reynolds Razorback Stadium
* Develop additional local or regional retail locations as needed throughout the Term of the Contract.
* Renovations to current in-venue locations at Bud Walton Arena and Baum Stadium
* Plan for regularly scheduled in-store signage and fixturing refreshes/updates
* Please provide a complete description of the fee structure that the University will be paid. Respondent confirms that it will pay to the University a monthly royalty payment calculated for the following:
* Royalty percentage of gross sales (excluding sales tax) for sale of merchandise at all athletic events (Game Day Sales): \_\_\_\_\_\_\_\_\_\_\_\_\_%.
* Royalty percentage of gross sales (excluding sales tax) for sale of merchandise at Hog Heaven location in Bud Walton Arena (Store Sales): \_\_\_\_\_\_\_\_\_\_\_\_\_%.
* Royalty percentage of gross sales (excluding sales tax) for sale of merchandise via ecommerce site (On-line Sales): \_\_\_\_\_\_\_\_\_\_\_\_%.
* Discount percentages for merchandise sold to University staff, Alumni and Razorback Foundation Members will be \_\_\_\_\_\_\_\_\_\_\_%.
* Guarantee Annual Payments to the University as per your proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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 the University, 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

**REFERENCES**

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

1. Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Contact Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Contact Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Contact Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFP PROPOSAL CHECKLIST**

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

* **Sealed proposals must be in the University of Arkansas Office of Business Services no later than 2:30 p.m. CST on February 27, 2018.**
* **Any addenda to the RFP issued by the University will be posted on the University bid solicitation web site:** [**http://hogbid.uark.edu/**](http://hogbid.uark.edu/)**.**

Proposals shall include the following:

* Respondents overview information.
* Administrative organization and support structure.
* Names and bios for the key management team that will be assigned to the University operation.
* The contact information for the person responsible for this proposal, including name, title, address, phone number, fax number, and e-mail address.
* If different from above, contact information for the individual authorized to enter into a Contract on behalf of Respondent.
* Copy of the last two (2) years of audited financial statements.
* At least three (3) references, identifying clients with requirements similar to those of Arkansas Athletics. (Client, contact person, and phone number). Arkansas Athletics reserves the right to contact additional entities not provided by the Respondent.
* A list of any clients that have terminated the same or similar services in the past two (2) years. (Client, contact person, and phone number). Explain why the client(s) terminated.
* Any current lawsuits, legal actions, or governmental investigations against your company.
* Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two years? If so, please explain.
* Provide sample reports that would be provided to the University to show up to the moment sales and revenue sharing. Are these reports available on line? Are ad hoc reports available?
* Terms of the financial proposal, including commission payments, annual financial guarantees, management fees and employee compensation structure.
* Best percentage of sales commission payable to the University
* Detailed information of Respondent’s procedures and techniques for maximizing sales and providing customer service.
* Comprehensive timeline for the hiring of key staff and operational setup.
* Clear description of the employee training programs that will be followed.
* List of any requirements for which your proposal may be contingent.
* Clearly mark any proprietary material. This shall not include any commission, pricing, or payment information.
* Provide comprehensive marketing plan with expenditures that includes Email, Digital, Social Media, and traditional channels (both to external audiences and through purchase of advertising inventory through IMG College/Razorback Sports Properties—Arkansas Athletics’ media rights partner).
* Outline your plan for providing marketing support, including graphic design, in-store signage
* Provide how your marketing and POS systems can be integrated to share data with the University’s data warehouse
* Provide a timeline to show how quickly the Proposer would be able to launch all sales areas from the day the RFP is awarded.
* Provide list of product manufacturers utilized and be sure that all product is licensed through the University and IMG College Licensing. If Proposer plans on producing any of its own Merchandise, licensing royalties would be paid in addition the percentage paid on retail sales (please provide your recommendation). (ex. 50 percent of retail price)
* Provide a customer service plan detailing how customer inquiries are handled, orders are fulfilled in a timely manner and the overall customer satisfaction is kept extremely high for repeat business
* Provide examples of similar sales locations (photographs of retail stores and/or print screens or web addresses for internet)
* Accounting System: provide a system that tracks sales made each day. Royalties should be paid at the end of each month and have supporting documentation, showing how royalties were calculated. Monthly royalty statements must include daily sales reports for online. Please attach sample reports
* Provide examples point of sale design and displays
* Provide a copy of your refunds and exchanges policy
* Describe your mobile online store capabilities with responsive website and/or apps
* Proposed hours of operation
* Provide PCI Compliance Attestation/Certification
* All Respondents submitting a Proposal must **submit one (1) signed original, one (1) signed copy, and two (2) soft copies of their Proposal (i.e. CD-ROM or USB Flash drive)** labeled with the respondent’s name and the Bid Number. Respondents who fail to follow this format may be disqualified from the evaluation and award phase.
* All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.
* Proprietary information submitted in response to this bid will be processed in accordance with

applicable University procurement procedures. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled

as such and submitted in a separate envelope along with the bid, and can only be protected to the

extent permitted by Arkansas law.

* No call-in, emailed, or faxed Proposals will be accepted. Proposals by overnight delivery should be sent by UPS, Federal Express, DHL, or Airborne for direct delivery to The University of Arkansas Purchasing Department, 1125 W. Maple, ADMIN 321, Fayetteville, AR 72701.
* The Proposal form must have the Respondent’s original signature to be valid. Failure to sign the Proposal will eliminate it from consideration. The University reserves the right, in its sole discretion, to select the Respondent(s) that they feel offers the overall best proposal(s).

**EXHIBIT A**

**LIST OF “ON-CAMPUS” ATHLETIC VENUES**

|  |  |  |  |
| --- | --- | --- | --- |
| VENUE | LOCATION | SPORT | SEATING CAPACITY |
| Reynolds Razorback Stadium | Mobile and Permanent | Football | 72,000 |
| 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 | 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 |

**EXHIBIT B**

**LIST OF “OFF-CAMPUS” ATHLETIC VENUES**

|  |  |  |  |
| --- | --- | --- | --- |
| 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 |