



UNIVERSITY OF CENTRAL ARKANSAS
PROCUREMENT OFFICE
201 DONAGHEY AVE. WINGO STE. 113
CONWAY, AR 72035

REQUEST FOR PROPOSAL
Procurement & Sponsorship of Athletic Apparel, Footwear, &
Uniforms
RFP#UCA-25-027

PROPOSALS MUST BE RECEIVED BEFORE:
10:00 A.M. Central Time on [Wednesday, October 30, 2024](#)

Proposal Delivery and Opening Location
University of Central Arkansas
201 Donaghey Ave. Wingo Hall Ste. 113
Procurement Department
Conway, AR 72035

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND COMPANY'S RETURN ADDRESS

SECTION 1 ADMINISTRATIVE OVERVIEW

1.0 Background

Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. The university strives to provide strong academic programs to meet the diverse needs of those it serves. Located in Conway, Arkansas, “The City of Colleges,” the university's bustling, Georgian-style campus is among the most beautiful in the region. In fall 2024, more than 10,000 students from seventy-seven (77) different countries, forty-nine (49) states, and every county in Arkansas are part of UCA’s diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. The student-to- professor ratio at UCA is 15 to 1. Students engage in research and publication opportunities at the undergraduate level that most students don’t have until graduate school.

UCA offers more than eighty (80) undergraduate degree programs, thirty-three (33) master’s degrees, and six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges – the College of Arts, Humanities, and Social Science, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Science and Engineering. Each college offers different opportunities to learn and grow. The university’s Honors College is nationally known for its unique, challenging curriculum. The Honors College offers small, discussion-based seminars, close student-faculty relations, funding for travel abroad and internships. UCA Honors College students have a 100 percent acceptance rate to law school.

For information on the UCA Athletics Department, programs and sports visit <http://www.ucasports.com/>

Recent accomplishments and highlights since moving to Division I athletics in 2006 of the UCA Athletics programs indicates that the visibility and exposure of UCA Athletics in Arkansas and in the South and beyond is growing significantly –

Some examples:

UCA Women’s Basketball Program:

- Southland Conference Championships: 2012
- Southland Conference Tournament Champions 2016
- Southland Conference Tournament Champions 2017
- Southland Conference Regular Season Champions 2016-17

UCA Women’s Volleyball Program:

Southland Conference Championships: 2009, 2010, 2012,2013

Tournament Champions: 2012

UCA Football Program:

Southland Conference Championships: 2008, 2012,2017,2019

United Athletic Conference Championships: 2022

Playoffs: 2011, 2012, 2016, 2017, 2019

UCA Sports include the following:

Football

Baseball

Men's Basketball

Men's Soccer

Men's Track & Field

Men's Cross Country

Men's Golf

Women's Basketball

Women's Volleyball

Women's Beach Volleyball

Women's Track & Field

Women's Cross Country

Women's Tennis

Women's Golf

Women's Soccer

Women's Softball

Women's Stunt

1.2 Purpose

This is a Request for Proposals (RFP) issued by the University of Central Arkansas (hereinafter referred to as the "University" or "UCA") seeking proposals from experienced and qualified athletic apparel dealers to provide a full range of sports apparel, footwear and uniforms for the UCA Athletic Department.

1.3 Issuing Officer

Audra Emerson, Buyer Supervisor

Phone: (501) 450-3173 Email: aemerson3@uca.edu

The Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. Respondents

wishing to submit questions and requests for clarification should contact the Issuing Officer.

1.4 Contract Administrator and Project Officer

Matt Whiting

Phone:(501) 852-7744 Email: mwhiting@uca.edu

1.5 Anticipated Procurement Timetable

RFP Issued: October 1, 2024

Questions emailed/faxed: October 9, 2024

Answers emailed/faxed: October 16, 2024

Proposals Due: October 30, 2024

Proposals Reviewed By: November 8, 2024

Tentative Date for Presentations if Needed: Week of December 2-6, 2024

Board of Trustee Review: February 2025

Contract Start: July 1, 2025

1.6 Submission of Proposals

No later than **October 30, 2024 at 10:00 a.m., CST**, one original (marked "original") hard copy, five (5) electronic copies on flash drives (clearly identified with company name and RFP number), and one (1) redacted flash drive copy of the proposal to be submitted to:

University of Central Arkansas
Procurement Office
201 Donaghey Ave. Wingo Hall 113
Conway, AR 72035

Addendum or amendments, if any, shall be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for the rejection of the proposal.

COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY. DO NOT INCLUDE IN ELECTRONIC COPIES. Cost Proposal must be enclosed in a separate sealed envelope and marked as such. Any reference to cost(s) included with the technical/business proposal will result in offeror's proposal being rejected. The technical/business proposal will be evaluated prior to the cost proposal contents being reviewed.

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 90 days after the opening date.

Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

Acceptance of request for proposal issued by the Director of Procurement indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or Director of Procurement, or an employee of the campus will be disregarded.

1.7 Presentation

Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Proposers selected for final evaluation may be required to make an oral presentation to the evaluation committee. The presentations will be scheduled after the Technical Proposal review process is completed. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Director of Procurement will schedule time and location for any required presentations.

Proposers are strictly limited to the time allotted and the topics provided by the University. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the University.

1.8 Rejection of Proposals

This solicitation does not commit the University of Central Arkansas to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

1.9 Contracting Condition

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this contract or proposed contract.

1.10 Term of the Contract

The contract begins July 1, 2025 through June 30, 2030. The University is interested in an initial five (5) year contract. By mutual agreement, the University and the contractor may elect to extend the contract for maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the total contract term including extensions be greater than seven (7) years from.

1.11 Public Opening of Proposals

A public opening of all submitted proposals will be held on October 30, 2024 at 10:00 a.m. CST at the:

University of Central Arkansas
Procurement Department
201 Donaghey Ave. Wingo Hall 113
Conway, AR 72035

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS, MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-1 ET SEQ.

1.12 Contract Awarding and Signing

Contract awarding and signing will be contingent upon the University of Central Arkansas receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

1.13 Proposal Evaluation

The University of Central Arkansas Evaluation Committee and the Director of Procurement will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

1.14 Protest of Award

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the issuing Officer.

1.15 Payment and Invoice Provisions

All invoices shall be forwarded to the University of Central Arkansas Accounts Payable Department and must show an itemized list of charges by type of equipment, service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

1.16 Intergovernmental/Cooperative Use of Proposal and Contract

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this RFP.

SECTION 2: SCOPE

2.1 Historical Data

For bidder's reference, during fiscal year 2024 the UCA athletic department ordered *approximately 10,000* pieces of clothing (uniforms, practice gear, socks, hats, sideline gear, and shoes). These items were purchased for approximately 450 student athletes in our 19 intercollegiate sports as well as for the athletic administration.

This data is provided for informational purposes ONLY. There are no implied or guaranteed quantities to be purchased by UCA as part of this contract. However, UCA intends to replace all of its current and mismatched practice apparel with all new "universal" practice gear for all fifteen sports. This is in addition to uniforms and other sport specific apparel and footwear UCA intends to purchase as needed during the contract term.

2.2 Response Requirements

1. Name and address of your location, or the location of the branch that would be serving UCA.
2. Successful respondent will have had a minimum of five (5) years of experience in selling collegiate team uniforms and related apparel. How long has your company been in this business? Has it been your primary business focus? Explain.
3. It is UCA's intent and desire to standardize one line of apparel from a major athletic apparel manufacturer. In addition to the line of apparel offered by the major athletic apparel manufacturer, the ability to offer a house brand to supplement is a preferred capability. Describe in detail your relationship with the manufacturer you would represent in this contract, including the length and nature of your business relationship, status as a local dealer for the manufacturer, level of support both you and UCA can accept from the manufacturer, and any other information you deem would be of interest to UCA. Submit with your proposal a copy of each relevant catalog in effect on the date of the bid opening.
4. UCA will require the following as minimum service capabilities. Confirm the

manufacturer's ability in all four areas:

- Company shall be able to provide three different levels of uniforms: stock, modified and custom Company shall be able to provide men's and women's cuts in apparel and uniforms.
- Company shall be able to provide tall and large sizes in apparel and uniforms
- Company shall be able to provide all footwear in standard sizes as well as in large/wide sizes.
- All apparel and uniforms shall bear the same manufacturer's trademark per NCAA apparel compliance

All apparel purchased under any subsequent contract award shall be procured in accordance with and conformity to the Federal Fair Labor Standards Act. Verify in writing that both you and the manufacturer shall abide by the terms, conditions and requirements of the Federal Fair Labor Standards Act while conducting business under this contract.

5. Provide a list of three (3) similar organizations where such services are currently provided, with emphasis on universities and colleges. Give name, address and phone number of a contact person at each location. Give the length of time and estimated total annual sales at each location. These organizations may be the same as or in addition to the organizations listed on the attached *References* sheet.
6. Provide a list of accounts (university and colleges in particular) where services were terminated for any reason.
7. UCA shall require onsite services such as measuring. Verify that your company is capable of and experienced with providing such services.
8. Verify that your company is capable of and experienced with providing custom screen printing and embroidery.
9. It shall be the responsibility of you as the local dealer to coordinate all deliveries with the manufacturer to ensure that all items are delivered to UCA in a timely manner. UCA understands our responsibility to meet ordering deadlines set by the contractor and vendor. Please provide details on ordering lead times, logistics, etc.
10. Provide in detail any policies that UCA should be aware of when evaluating responses, such as return or exchange policies, minimum orders policies, etc.
11. UCA will purchase items from the resulting contract with University Purchase Orders or with departmental procurement cards (credit cards). Reply with your understanding of this requirement and your company's ability to accept both purchase orders and credit cards.
12. Along with the offered discount pricing structure (*Official Pricing Sheet*), UCA would be interested in considering additional financial incentives if offered by the manufacturer.

Examples of such additional financial incentives are presented below. These are suggestions only and are not presented to restrict or exclude other similar incentives. Respondents and their manufactures are encouraged to offer other incentives in which UCA may be interested.

- Signing Bonus
- Contract “Kick-Off” Bonuses (i.e. special rates or offers for the first season for select teams)
- Incentive Bonuses tied to annual business thresholds
- Incentive bonuses tied to performance achievements (i.e. Conference Coach of the Year, reaching Atlantic Sun or United Athletic Conference tournaments)

Please use a separate sheet of paper as necessary with the type, structure and value of the incentive, and indicate whether the incentives, if accepted by UCA, shall be in the form of cash or merchandise.

13. Provide any additional information you feel may be pertinent for UCA to know when evaluating proposals, such as value added or unique services.

14. Provide general qualifications and experience as they relate to the following:

- A demonstrated compliance with State of Arkansas contracting statutes and regulations.
- If a proposer has no experience in the State of Arkansas, they shall provide the same information from experience in other states.
- History of contracts entered into with the State of Arkansas over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
- History of violations of State of Arkansas statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

2.3 Pricing

Pricing shall be based on discount off current published manufacturer’s list price, FOB Destination.

Bidder’s pricing structure shall remain firm through the term of the contract. The awarded vendor may update the manufacturer’s price list during the contract period on anniversary dates or as issued by the manufacturer to reflect new products, supplier’s price changes, deletion of discontinued products, etc. However, all percentage discounts bid shall remain firm (or increase) for the duration of the resulting contract. Supplier shall provide the University with copies of price list(s) as issued by the manufacturer and as requested by the University.

2.4 UCA Shall

Not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, or omissions performed by the Vendor, its agents, or employees.

2.5 Termination for Default

The Vendor shall be in the default under this Contract upon failure to perform, keep or observe any of the terms, covenants or conditions within seven (7) days (or such longer period as may be necessary to cure provided that cure is commenced within the initial seven (7) days) after notice from UCA specifying the nature of the deficiency with reasonable particularity and the corrective action that it to be taken within such period to cure the deficiency.

This paragraph does not limit any other legal right of the University to terminate the contract.

2.6 UCA's Remedies on Default

In the event of default by the vendor, UCA may terminate this contract by submitting thirty (30) days' notice in writing to the Vendor notice of intention to terminate. In the alternative, UCA may elect to keep the contract in force and work with the Vendor to cure the default. UCA's decision to terminate will be at their sole discretion based on a determination of what is in the best interest of the University.

The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this contract or of any supplement, modification or amendment to this contract because of any breach thereof or because of its or their execution or attempted execution of the same.

2.7 Contracting Information

Any subsequent contract is made for the sole and exclusive benefit of UCA and the Vendor, their successors and assigns, and is not made for the benefit of any third party.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Any subsequent contract, which is the entire agreement between the parties hereto, supersedes any prior agreements, understanding, warranties or promises between the parties hereto, whether written, spoken, or implied from the conduct of the parties hereto.

Nothing in this contract shall be construed as in any way limiting the general powers of UCA to fully exercise their governmental functions or their obligations under any bond covenants or federal state or local laws, rules or regulations.

SECTION 3 REQUIREMENTS

3.0 Evaluation Criteria

The proposals will be evaluated and awarded points based on a comparative formula of relative weighting as detailed below:

Criteria	Weight
1. Experience & Qualifications:	30
➤ Prior experience with college or university athletic uniforms and apparel services.	
➤ References	
➤ General qualifications and experience as they relate to compliance with AR contracting statutes and regulations, including Ethics.	
➤ Demonstrated commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO)	
2. Ability to Perform:	30
➤ Company's demonstrated ability to effectively perform the specified work	
➤ Company's ability to provide uniforms, apparel, shoes and services to all seventeen UCA teams	
➤ Quality of company's relationship with manufacturer	
➤ Company's proximity to UCA campus for onsite services. Value added services.	
3. Cost Structure:	30
➤ Cost Proposal (See attached Official Pricing Sheet)	
➤ Other financial considerations (See Attachment A)	
4. Review of References:	10
➤ Each proposer is required to provide a list of references	

- i. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right but is not obligated to contact any institution as a reference.

Total Possible 100

Vendors who are selected for interviews will be evaluated and awarded based on the criteria below:

Criteria	Weight
1. Presentation	15
2. Response to Questions	15
3. Overall Interaction and Project Approach	20
4. Remaining in Allotted Timeframe	10
Total Possible 60	

The following approach will be used in evaluating the proposals:

- Review the proposals
- Contact selected references
- Select finalist(s)
- Schedule presentations of finalist if needed
- Select the vendor

The third phase will be the opening of the cost proposal by the UCA Procurement Department, and review by the evaluation committee appointed by the University of Central Arkansas.

3.1 Experience

The proposal must detail the respondent's familiarity and proven experience with this type of contract and demonstrate the ability to serve the University's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and governmental guidelines.

3.2 Project Understanding

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include time frames for services, and each activity and requirement to be used in achieving those objectives. A description of resources available to the University, staff dedicated to account (with credentials) as well as other points of contact and troubleshooting options should be included as well.

3.3 Services Provided

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University. The Vendor will conduct meetings with University staff in Conway, AR as necessary to complete the project. Vendor shall include all pertinent pricing schedules and information, so as to completely communicate the cost of the vendor's proposed services.

3.4 Cost

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets and shall be valid for 90 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the bidder, but subsequently incurred, will be borne by the vendor.

3.5 Staffing and Project Organization

- Identify the key personnel from your company who would be assigned to the project. Include a brief description of the number of years with your company, qualifications, professional certifications, job functions, and office location(s).
- Describe the ongoing service team and include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

SECTION 4 PROPOSAL SUBMISSION REQUIREMENTS

This section shall contain all pertinent information relating to the bidder's organization, personnel, and experience that would substantiate the company's qualifications and capabilities to perform the service required by the scope of this RFP. Please provide all the information requested.

The information listed below is required to be submitted and should be organized in the order listed below to facilitate the proposal review process.

- ✓ Cover Letter with signature providing interest in the project.
- ✓ Table of Contents
- ✓ Firm's or personal history include organizational chart.
- ✓ List team member names and qualifications that will be or might be utilized on this project.
- ✓ Identify the person to contact in the event questions arise

- ✓ Projects currently under contract with State Agencies or Educational Facilities
- ✓ Similar project experience and provide at least three client references for which the firm has provided services of similar size and scope (See attachment 2).
- ✓ Overview of services provided

4.1 Documents to be Submitted

- ✓ Signature Certification Page (Attachment 1): In order for your proposal to be considered, you must sign this page and return it to UCA with the other parts of your proposal.
- ✓ Proposal and Qualifications: There is no form. You should prepare a PDF or Word document with your responses to the items listed in Section.
- ✓ Cost Proposal Page (Attachment 3): Must be a detailed cost proposal submitted in a **separate**, sealed envelope marked "Cost Proposal". **No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal.**
- ✓ Attachments (Attachments 1-6): Must be submitted and/or signed in regard to this Request for Proposal.

SECTION 5 PROCUREMENT

5.1 RULES OF PROCUREMENT

To facilitate the procurement of requests for proposals, various rules have been established. They are described in the following paragraphs.

5.2 Point of Contact

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request of proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should e-mail or fax all such correspondence to the Issuing Officer, as outlined in the Anticipated Procurement Timetable (Section 1.5).

5.3 Written Questions Concerning the Request for Proposals

Written questions must be submitted to the Issuing Officer. The closing date and time for receipt of questions will be October 9, 2024 at 3:00 p.m. All questions must be marked "Questions: and the proposal number indicated on the e-mail. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed to all organizations that received a copy of the Request for Proposal.

5.4 Requests for Proposals Amendments

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals.

5.5 Cost of Preparing Proposals

Costs for preparing the proposals are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the respondent and may not be billed to the University.

5.6 Disposition of Proposals

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Procurement Law. If the proposal includes material, which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 ET seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

5.7 Proposal Amendments and Rules of Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University, signed by the respondent. Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

5.8 Acceptance of Proposals

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State. Where the University may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

5.9 Evaluation of Proposals

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The University may reject any

proposal that is incomplete. However, the University may waive minor irregularities. The Director of Procurement completes this phase.

The University of Central Arkansas will base the second phase on evaluation of the Technical/Business proposal by an impartial committee appointed. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the respondent whose proposal receives the highest cumulative point total.

The third phase will be the opening and calculation of the cost proposal by the Director of Procurement and reviewed by the evaluation committee appointed by the University of Central Arkansas.

5.10 Award Notice

The notice of intended contract award will be sent to all respondents, by e-mail.

5.11 Protest of Award

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the Issuing Officer.

SECTION 6: STANDARD TERMS AND CONDITIONS

Can be located here: [Standard Terms and Conditions](#)

UCA RIDER

Any contract or agreement to which the University of Central Arkansas is a party shall be deemed to have the following provisions incorporated by reference:

(1) *“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”*

(2) *“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:*

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.

UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(3) *“The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”*

ATTACHMENT A: Corporate Sponsorship

UCA has a desire to pursue a corporate sponsorship with the selected dealer and/or manufacturer.

A corporate sponsorship may be in the form of some agreement where the University would exchange monetary payments for some combination of tickets, advertising, media exposure, and marketing opportunities. It may be in the form of some annual rebate for goods and services based on volume of business.

The feasibility of such an agreement as well as details of the scope and nature of such a corporate sponsorship, including amount, type, and value of UCA inventory, and how that value will be applied, will be some of the topics in possible subsequent negotiations with the selected dealer and/or manufacturer.

If some such agreement can be reached, the selected dealer and/or manufacturer will have the opportunity to be named as the "Official Corporate Sponsor of UCA Athletics", to take advantage of the promotion and marketing potential as a result of the ever-increasing exposure of the UCA Athletics program's local, regional and national name recognition.

ATTACHMENT 1: SIGNATURE CERTIFICATION PAGE

Proposal Number: UCA-25-027

Issue Date: October 1, 2024

Description: Procurement & Sponsorship of Athletic Apparel, Footwear, & Uniforms for UCA Athletics

Buyer: Audra Emerson

Bid Opening Date &Time: October 30, 2024 at 10:00 A.M. CST

Company Name: _____

Main Contact Name for RFP (Type or Print): _____

Title: _____

Address: _____

Phone Number: _____ E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature:

ATTACHMENT 2: PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

ATTACHMENT 3: OFFICIAL PRICING SHEET

All purchase prices shall be based on discount off manufacturer's list price, current issue, and shall include all freight charges for standard delivery to UCA, FOB to the University. All deliveries will be made to the UCA Athletic Department's Equipment Director at Estes Stadium.

Manufacturer Name _____

Title and Date of Applicable Catalog _____

Applicable Pages of Catalog _____

Date of pricelist discount applied to _____

Wholesale Discount Offered _____ %
(Discount is applied on all categories of gear)

Company Name _____

Signature _____

NOTE:

1. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the vendor.
2. The fees will include the services and requirements described in this request for proposals. **COST PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**
3. All charges associated with the work to be performed shall be included on this Official Bid Price Sheet and shall be valid for 90 days following the proposal opening.
4. Failure to use the Official Bid Price Sheet may result in disqualification of proposal.
5. UCA reserves the right to accept, reject or negotiate any such proposal.

ATTACHMENT 4: EO POLICY

ATTENTION CONTRACTORS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although contractors are encouraged to have a viable equal opportunity policy, a written response stating the contractor does not have such an EO Policy will be considered that contractor's response and will be acceptable in complying with the requirements of Act 2157.

Submitting the EO Policy is a one-time requirement. The UCA Procurement Department will maintain a file of policies or written responses received from bidders.

Effective August 2005, this is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (501) 450-3173.

Sincerely,

Cassandra McCuien-Smith, CPPO CPPB
Director of Procurement

To be completed by business or person submitting response: (check appropriate box)

_____ EO Policy Attached

_____ EO Policy previously submitted to UCA Procurement Office

_____ EO Policy is not available from business/person (must provide a written response)

Company Name Or Individual:

Title: _____ Date: _____

Signature: _____

ATTACHMENT 5

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who employs or contracts with an illegal immigrant. The Contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Knowingly employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: University of Central Arkansas

Vendor Number: _____ Vendor Name: _____

Vendor Signature

Date

ATTACHMENT 6: CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

TAXPAYER ID NAME: _____ Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ --- COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

FOR A VENDOR (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Agency Phone No. _____ Contract or Grant No. _____