



Procurement Services

University of Arkansas at Little Rock

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Request For Proposal (RFP)

SOLICITATION INFORMATION

Solicitation Number:	FB-25-012	Solicitation Issued:	9/19/2024
Description:	Multimedia Rights Partnership		

SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	October 29, 2024	Bid Opening Time:	2:00 PM CST
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Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. **Bid submissions received after the designated bid opening date and time may be rejected as untimely.** Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204 Suppliers are responsible for delivering their bid documents to the University of Arkansas at Little Rock on or before the scheduled bid opening time. Postage service providers—USPS, UPS, and FedEx—deliver mail to our offices based on our street address. Supplier assumes all risk for timely and properly submitted deliveries.
Bid's Outer Packaging:	Seal the outer packaging and mark it with the following information. <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective supplier's name and return address Improperly marked packages may be opened for identification purposes.

UA LITTLE ROCK PROCUREMENT SERVICES CONTACT

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Section 1 - General Instructions and Information

Do not respond to items in this section unless specifically and expressly required

1.1. Introduction

The University of Arkansas at Little Rock (UA Little Rock) requests proposals from qualified and experienced suppliers to establish an exclusive Multimedia Rights Partnership with the University of Arkansas at Little Rock Trojan Athletics' varsity programs.

The selected firm will be responsible for generating sponsorship revenue through the following media: corporate hospitality events, television, radio, arena and stadium signage (digital and static including all video boards), social media outlets, internet (lrtrojans.com), and game day apps, promotions, game day programs, ticket mailings, and schedule cards.

1.2. Current Agreement

The current Multimedia Rights Agreement, administered through the Office of the Athletic Director, is with Learfield and is in year eight (8) of ten. Learfield's Little Rock Trojan Sports Properties is based locally and solely represents the University of Arkansas at Little Rock. In complete collaboration with the university, this team is committed to extending the affinity of the Trojan brand to businesses and corporations of all sizes looking to align with the undeniably loyal and passionate collegiate fan base.

As Little Rock Trojans Athletics' exclusive multimedia rights holder, Little Rock Trojan Sports Properties manages all aspects of the rights relationship, providing corporate partners both traditional and new media opportunities with the university in which to bolster their brand and garner maximum exposure through such inventory as venue signage; event sponsorships and promotion; corporate hospitality; radio and television; digital engagement and visibility via the official athletics website.

1.3. Objective and Goals

The goal of this partnership is to create a long-term strategic partnership that benefits both the university and the selected supplier. Elements of a valued, exclusive multimedia rights partnership at the University of Arkansas at Little Rock include, but are not limited to, the following (in no particular order):

- A. Improving the visibility of UA Little Rock, Trojan Athletics, and its athletic programs and help elevate the brand on state, regional, and national levels
- B. Competitive annual rights fee comparable to like-market programs
- C. Providing excellent customer service and value to the UA Little Rock community and partners
- D. Assisting with sourcing and negotiating barter services that will provide necessary products for the UA Little Rock athletics teams and athletics department
- E. Developing a comprehensive marketing and promotional strategy to reach local (the entire State of Arkansas), regional, and national markets, as well as members of the campus community, alumni, visitors, students, and fans
- F. Strong on-campus sales and activation presence that will work closely with Athletics personnel to align the goals and objectives of each partner with those of the athletics program

1.4. Trojan Athletics

UA Little Rock sponsors a robust Division I Intercollegiate Athletics program, with 15 sports programs and 275 Student-Athletes, bringing pride and distinction to the institution, the City of Little Rock, and the Central Arkansas region. The Trojans primarily compete in the Ohio Valley Conference and are affiliate members of the PAC 12 (wrestling) and Missouri Valley Conference (swimming & diving).

During the most recent academic year, 2023-24, UA Little Rock won 6 conference championships on its way to taking home the OVC Commissioner's Cup as the league's top program. In the classroom, the Trojans posted a 3.3 cumulative Grade Point Average during the 2023-24 academic year, extending their streak of 22 straight semesters with a 3.0+ GPA.

1.5. About UA Little Rock

UA Little Rock is a metropolitan research university that provides access to quality education through flexible learning and unparalleled internship opportunities. At UA Little Rock, we prepare our students to be innovators and responsible leaders in their fields. Committed to its mission, UA Little Rock is a driving force in Little Rock's thriving cultural community and a significant component of the city and state's growing profile as a regional leader in research, technology transfer, economic development, and job creation.

For more information on the university, please see ualr.edu/about/.

1.6. Type of Contract

- A. As a result of this solicitation, UA Little Rock intends to award a contract to **a single supplier**.
- B. The anticipated starting date for any resulting contract is **July 1, 2025**. However, the university may adjust the contract start date for up to three calendar months. By submitting a signed proposal in response to this solicitation, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.
- C. The initial term of a resulting contract will be four (4) years. Upon mutual agreement by the supplier and university, the contract may be renewed by UA Little Rock for up to three (3) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.
- D. Pursuant to Arkansas Code Annotated § 19-11-249, any campus, unit, or division of the University of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser or bidder services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

1.7. Schedule of Events

- A. For informational purposes, UA Little Rock is providing a Solicitation Schedule of Events; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the university's discretion.

Event Description	Date & Time
Release of solicitation	September 19, 2024
Bidders Conference	October 7, 2024 @ 10 AM
Questions from Bidders due	October 11, 2024
Answers to questions posted*	October 16, 2024
Proposal Due Date	October 29, 2024 @ 2:00 PM CST
Interviews*	November 2024
Evaluation complete*	November 2024
Post Intent to Award and Start of Discussions*	November 2024

Recommended award submitted for legislative approval*	November 2024
Final legislative review*	November 2024 - January 2025
Award Commences*	July 1, 2025

Table A

1.8. Non-Mandatory Bidders Conference

UA Little Rock will host a bidders conference to provide additional information and clarification regarding the solicitation.

- A. The conference will take place on the date and time listed in Table A.
- B. The conference is important to prospective respondents to understand the tasks a respondent shall complete when submitting a proposal.
- C. Prospective respondents may attend the conference via Zoom. Please join us via Zoom at [time] CST for a bidders conference. See Table A for the date and time of the conference.

Zoom Registration Link: <https://ualr-edu.zoom.us/j/83326619729>
Meeting ID: 833 2661 9729
Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

- D. The issuing buyer will post any updates from the bidders conference on the bid page.

1.9. Live Proposal Opening

Use the information below to view the proposal opening online.

Zoom Meeting Link: <https://ualr-edu.zoom.us/j/87454909551>
Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.10. University Contract Administrator

- A. Frank M. Cuervo, Director of Athletics, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock's representative and administrator of this contract.
- B. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
- C. The Contract Administrator shall work with the Supplier throughout the contract term. The Contract Administrator shall transmit all instructions, questions, approvals, and special requests concerning the contract. The Contract Administrator may designate other university personnel to assist with the administration of the contract.

1.11. Clarification of RFP Solicitation

- A. Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.
 - a. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
 - b. If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.

- B. The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.
- C. Prospective suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.
- E. Only an addendum written and authorized by the university will modify the solicitation.
 - a. An addendum posted within three (3) calendar days prior to the proposal opening may extend the proposal opening and may or may not include changes to the solicitation.

1.12. Definition of Terms

The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.

- A. The words "bidder," "proposer," "contractor," and "supplier" are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
- B. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this solicitation.
- C. "Shall" and "Must" mean the imperative and are used to identify requirements.
- D. "Requirement" signifies a requirement of the proposal and that the supplier's agreement to and compliance with that item is mandatory.
- E. "Specification" means any technical or purchase description or other description of a commodity or service's physical or functional characteristics or nature. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- F. The words "UA Little Rock," "university," "campus," "UALR," and "University of Arkansas at Little Rock" are used synonymously in this document.
- G. The terms "Request for Proposal," "RFP," "Bid," and "Solicitation" are used synonymously in this document.
- H. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
- I. "Redacted" means the retroactive editing, censoring, or obscuring of information to remove confidential or otherwise sensitive material.
- J. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- K. "State Holiday" means the following days during the year when State Offices are closed:

Christmas Day	New Year's Day
Christmas Eve	Thanksgiving Day
Dr. Martin Luther King Jr.'s Birthday	Veteran's Day
Independence Day	George Washington's Birthday and Daisy Gatson Bates Day
Labor Day	Memorial Day
- L. Any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday.
 - a. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.
 - b. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.

- M. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Central Time.
- N. "State" means the State of Arkansas.
- O. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
- P. "Solicitation Terms and Conditions" refers to the University of Arkansas at Little Rock's solicitation terms and conditions located on the UA Little Rock Procurement Services website:
<https://ualr.edu/procurement/bids/>.

1.13. Response Documents

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

Printed responses should be formatted no larger than 8.5" x 11", fully recyclable (i.e., no plastic covers, plastic tabs, etc.), and bound with glue, staples, or thread (i.e., perfect bound, saddle stitching, etc.). Metal or plastic coil binding is not allowed. Responses must be submitted in the English language.

A. Technical Response Packet

Prospective suppliers shall utilize the Technical Response Packet to submit their responses. No pricing should be included in the Technical Response Packet.

- a. The Original Technical Proposal Packet should be clearly marked "Original" and must be received on or before the proposal opening date and time.
- b. The packet must include the following:
 - 1. Original signed Proposal Signature Page
 - 2. Original signed Proposed Subcontractors Form, if applicable
 - 3. Response to Information for Evaluation section
 - 4. Recommended Options Form, if applicable
 - 5. Other documents and information expressly required in this solicitation
- c. The following items, which **must be submitted before a contract award** to the prospective supplier, may also be included with the prospective supplier's proposal.
 - 1. [EO 98-04: Contract and Grant Disclosure Form](#)
 - 2. Copy of prospective supplier's Equal Opportunity Policy.
 - 3. Voluntary Product Accessibility Template (VPAT), if applicable.

B. Financial Proposal Packet

Prospective respondents should utilize the Financial Proposal Packet posted with the solicitation document and submit it separately from the Technical Response Packet.

- a. All pricing must be proposed in U.S. dollars and cents.
- b. Pricing document packet should be clearly marked "Pricing."

C. Recommended Response Documents

The following items should be submitted **on a flash drive** as separate PDF files.

- a. Technical Response Packet
 - 1. Information for Evaluation should be a separate file
 - b. Financial Proposal Packet
 - c. One (1) redacted copy (marked "REDACTED") of the original Technical Response Packet. See Proprietary Information in Solicitation Terms and Conditions for more information.
- E. If the university requests additional copies, they must be delivered within twenty-four (24) hours of the request.
- a. All additional copies **must** be identical to the original hard copy.

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b. In case of a discrepancy, the original hard copy shall govern.

1.14. Additional Terms and Conditions

- A. This solicitation incorporates all of the UA Little Rock Solicitation Terms and Conditions located on the UA Little Rock Procurement Services website here: <https://ualr.edu/procurement/bids/>.
 - a. Any special terms and conditions included in this solicitation shall override the UA Little Rock Solicitation Terms and Conditions.
- B. Any purchase or contract as a result of this solicitation incorporates all the UA System Procurement Terms and Conditions as posted here:
<https://www.uasys.edu/system-office/finance-and-administration/procurement/>.
 - a. Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

Section 2 - Requirements & Specifications

Do not respond to items in this section unless specifically and expressly required.

2.1. Revenue Generation and Activation Planning

The prospective supplier must demonstrate the following:

- A. Strategic Planning: Ability to develop and implement a comprehensive long-term strategic business development plan, including an effective partnership marketing plan with sponsor activation strategies.
- B. Partnership Sales Expertise: Demonstrated expertise in selling local, regional, and national partnerships to enhance the university's revenue, brand awareness, and positioning within intercollegiate athletics.
- C. Customer Service Proficiency: Proven ability to deliver excellent customer service to the athletic department.
- D. Continuous Feedback Mechanism: Capability to provide ongoing feedback to the athletic department regarding customer and partner satisfaction levels.
- E. Creative Sales and Activation: Ability to identify and capitalize on creative sales and activation opportunities on campus, statewide, regionally, and nationally.
- F. Revenue Leveraging: Utilize relevant corporate partnerships to boost merchandise and ticket sales through discounts, ticket purchases, promo codes, and other strategies.
- G. Data-Driven Marketing: Provide the athletic department with actionable data to market to fans and potential corporate partners.
- H. Media Negotiation Experience: Experience in negotiating radio and television deals, as well as relevant production expertise.

2.2. Transition Plan

- A. Provide a comprehensive strategy that outlines the approach and timeline for transitioning all services, assets, personnel, and knowledge from the incumbent supplier.
- B. Describe the methodology for ensuring all critical functions continue without interruption during the transition period.
- C. Specify the duration of the post-transition support and the criteria for successfully completing the transition.

2.3. Operations

A. Marketing

- a. In collaboration with Trojan Athletics, the selected firm is expected to identify new digital signage opportunities and upgrade opportunities in all athletic facilities.
- b. The selected firm would have exclusive rights to secure and sell, as approved by the university, a mutually agreeable number of sponsorship inventories across all Trojan Athletics websites and social media platforms.

B. Publications

- a. The selected supplier will be responsible for developing all digital and print programs, schedule cards, and posters, including content, layout, and design, in collaboration with Trojan Athletics.
- b. Before mass production, all publications must be pre-approved by the Director of Athletics or a delegate.

C. Social Media

The selected firm will be responsible for maximizing the visibility, engagement, and reach of Trojan Athletics across all relevant social media platforms (e.g., X, Facebook, Triller, Instagram). The following expectations should be met.

- a. Social Media Strategy Development

- b. Content Creation
- c. Community Management with a Crisis Management Protocol
- d. Performance Tracking and Reporting
- e. Compliance and Brand Alignment

D. Performance Reviews and Reporting

- a. Recognizing that the successful performance of this contract is dependent on a favorable response, the supplier shall meet at least quarterly with the contract administrator or designee for a performance review to evaluate operations and make necessary adjustments. The method by which these meetings will be conducted is at the discretion of Trojan Athletics. As part of these reviews, the university reserves the right to ask questions and request specific information pertaining to sales activity and the partnership overall as necessary and accordingly.
- b. The supplier shall strive to meet the following key performance indicators (KPIs) during each contract term.
 - 1. Revenue Growth: Maximizing year-over-year sponsorship and multimedia rights revenue.
 - 2. Sponsorship Fulfillment: Percentage of sponsorship obligations fulfilled within contract terms.
 - 3. Timely Content Delivery: All multi-media content (e.g., broadcast materials, digital assets) delivered by the supplier according to agreed timelines (minimum 95% on-time delivery rate).
 - 4. Quality of Media Content: Surveys of key stakeholders (athletic department, sponsors) with at least 90% satisfaction regarding the quality of media content produced.
- c. Supplier should provide the following reports two weeks prior to quarterly meetings.
 - 1. Contracted sponsor roster including name of partner, financial investment, and term of agreement
 - 2. List of key prospects with a summary of negotiation status
 - 3. Overview of property performance 'Year-to-Date' and comparison with previous contract years

E. Personnel

- a. Requirements
 - 1. The supplier shall warrant that they shall only assign employees who have passed a criminal background check to perform work under this agreement.
 - i. The background checks shall demonstrate that the worker has no convictions or pending criminal charges that would render the worker unsuitable. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.
 - 2. Supplier agrees to defend, indemnify, and hold harmless UA Little Rock, its officers, directors, and employees for any claims, suits, or proceedings alleging a breach of this warranty.
 - 3. Employees working on campus are to be in business casual attire with clear identification prominently displayed.
 - 4. The following conduct is unacceptable for the supplier's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol or drug influence, refusal to provide services agreed upon herein, refusal to make arrangements for additional services as needed, and general rudeness.
 - 5. UA Little Rock will have consultation and interview rights regarding personnel selection before assignment to the UA Little Rock Trojan Athletics account.
- b. On-Air Personnel

The selected firm will furnish the following for ticketed home games, subject to the approval of the Director of Trojan Athletics.

 - 1. Play-by-play Announcer

2. Basketball Color Analysts for men's and women's basketball.
3. Podcast/Radio Show Personnel: Provide a host, potential co-host, and a site engineer for any current and future podcasts or radio shows.

c. **Radio Broadcast Crew**

The selected firm will furnish at its own expense the radio on-air talent of the broadcast crew for men's and women's basketball games.

1. Trojan Athletics will provide charter or commercial transportation with the applicable team, whichever is most economical and available, for up to two broadcast personnel (including on-air talent) for men's and women's basketball games.
2. The firm will be responsible for all other transportation expenses (including all lodging, meals, and incidental expenses) for broadcast personnel.

F. Office Space

The university will provide, at no cost, office space within or near the Trojan Athletics department for employees provided and paid for by the selected firm. This includes standard office equipment, furniture, and internet access. Should staffing levels expand, additional office space will be allocated.

2.4. Rights

A. Radio and Podcasts

The selected firm will clear stations throughout the State of Arkansas to offer complete statewide, regional, and relevant national coverage.

- a. The selected firm is responsible for the development, production, editing, and transmission of all radio and podcast productions.
- b. The selected firm will have the rights to all online audio and radio broadcast signal coverage areas when NCAA and other applicable rules allow.
- c. The selected firm will have the exclusive right to produce and broadcast the play-by-play of all men's and women's basketball pre-season, regular season, and post-season games.

B. Television/Streaming

- a. The selected firm shall collaborate with Trojan Athletics to create, implement, and manage regular programming to showcase student-athletes competing on behalf of the University of Arkansas at Little Rock via broadcast of live and/or delayed play-by-play.
- b. The school receives commercial inventory as part of its live game distribution:
 1. ESPN+/3:

C. Gameday Hospitality

The selected firm has the right, with written pre-approval from the Director of Athletics, to sell gameday corporate hospitality events for Trojan Athletics games.

D. Arena Signage

- a. The selected firm will have the licensed right and authorization to use signage within the Jack Stephens Center and other Trojan Athletics facilities and is expected to use all reasonable efforts to maximize gross revenue through the use of existing signage and the development of new signage, subject to the university's approval.

E. Retained Agreements

- a. The selected firm shall not receive compensation resulting from any pre-existing agreements such as Pouring Rights, Athletic Apparel, Equipment, and Footwear, and Vending Services and future agreements that are not part of this RFP.

F. Licensing Program/University Logos

- a. The University's licensing program is managed through the Collegiate Licensing Company (CLC). All companies who wish to produce and sell UA Little Rock branded merchandise are required to obtain a license to do so. Licenses are obtained through an application process developed and administered by CLC.
- b. UA Little Rock shall retain all rights in and to logos and trademarks including all rights with respect to the names "University of Arkansas at Little Rock," "Trojan Athletics," and all other names, logos, trademarks, depictions, and/or symbols associated with the University of Arkansas at Little Rock not specifically granted to selected firm hereunder.

G. Excluded Categories

- a. The selected supplier shall not sell a sponsorship which promotes:
 1. Tobacco products or their derivatives, but may sell a sponsorship that includes responsibility messaging
 2. Sexually explicit products or services
 3. Material that is defamatory, obscene, profane, vulgar, or otherwise considered socially unacceptable or offensive to the general public or may cause harm to student-athlete health, safety, or welfare as reasonably determined by the university.

2.5. Benefits

A. Arena Use and Suites

- a. The selected firm will have the right to utilize the Jack Stephens Center for sponsor events and sponsor interactions so long as the events do not overlap pre-existing events and with written pre-approval from the Director of Athletics.
- b. The selected firm may lease an arena suite at a rate of \$20,000 per contract year. The lease of arena suite(s) inside the Jack Stephens Center would be separate from the annual rights fee payment.

B. Coaches' Endorsements

- a. University-employed basketball coaches will be available, within the scope of their contractual agreement with the university, for sponsored events and sponsor interactions as mutually agreed upon by both parties during the athletic year.
- b. Events and interactions must be scheduled in advance, subject to schedule and availability, and approved by the Director of Athletics.
- c. All parties will work together to ensure that any appearance does not unduly burden the participating coach.

C. Hospitality

- a. At no additional cost to the selected supplier, the university will provide access and tickets to all hospitality areas that are currently utilized to fulfill advertising/sponsorship agreements.
- b. Should new areas be identified or removed, access and tickets will be provided or revoked as deemed fit by the university.

D. Parking Passes and Tickets

- a. The selected firm will have access to an appropriate and mutually agreeable number of complimentary season and single-game parking passes and tickets to execute partnership agreements.

2.6. Traditional Athletic Department Expenditures

- A. Throughout the term of any resultant contract, the university will continue to pay for "traditional" departmental expenditures associated with sports marketing (e.g., video board and scoreboard

maintenance, media guide production, official athletic website hosting and maintenance (as identified in the OAS agreement), ticket promotional materials and advertising, merchandising, and facilities and event operations.

2.7. SpectacUALR

- A. The university shall retain the right to continue operating "SpectacUALR" and other athletic fundraising events to solicit donations for the benefit of the university's development fund.
- B. The selected firm will be allowed to assist with the event to ensure donations solicited and received in connection with athletic fundraising events do not in any way negatively impact the supplier's efforts to generate revenue under any agreement resulting from this solicitation.

2.8. Football Program

- A. If, at any time during the term of the resultant agreement, the university adds a Division I intercollegiate football program, the parties will negotiate in good faith to agree upon changes after which an official written addendum shall be issued and signed by both parties.

2.9. Performance Standards

State law requires that qualifying contracts for services include Performance Standards to measure the overall quality of services provided. The university's Performance Standards are outlined in Table B.

- A. Performance Standards identify expected deliverables, performance measures, or outcomes and define the acceptable standards a supplier should meet to avoid assessment of damages.
- B. The university may be open to Performance Standards negotiations before contract award, before the commencement of services, or throughout the contract duration.
- C. The university **shall** have the right to modify, add, or delete Performance Standards throughout the contract's term should the university determine it is in its best interest to do so.
- D. Any changes or additions to performance standards will be made in good faith following accepted industry standards and may include the input of the supplier to establish reasonably achievable standards.
- E. All changes made to the Performance Standards **shall** become an official part of the contract.
- F. Performance Standards **shall** continue throughout the term of the contract.
- G. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- H. If a Performance Standard is not met, the supplier will have the opportunity to defend or respond to the insufficiency.
- I. The university **shall** have the right to waive damages if it determines there were extenuating factors beyond the supplier's control that hindered performance. In these instances, the university shall determine the performance acceptability.
- J. Should any compensation be owed to the university due to the assessment of damages, the supplier should follow the direction of the university regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DMG FOR INSUF. PERFORMANCE
Adherence to university requirements	Supplier adheres to all requirements of this solicitation document and abides by all applicable terms and conditions.	May be cause for termination of contract.

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Performance Reviews and Reporting	Supplier provides all requested reports two weeks prior to quarterly meetings.	May result in a negative Supplier Performance Review. Continued failure without resolution may result in contract termination.
Key Performance Indicators	85% effectiveness in relationship to Key Performance Indicators	May result in a negative Supplier Performance Review. Continued failure without resolution may result in contract termination.

Table B

Section 3 - Selection

Do not provide responses to items in this section unless specifically and expressly required.

3.1 Selection Process

- A. UA Little Rock will review each Technical Proposal Packet to verify submission requirements have been met. Technical Proposal Packets that do not meet submission requirements may be disqualified and may not be evaluated.
- B. The university may conduct cost checks based on the cost submitted by each prospective supplier on the completed Pricing response.
 - a. Prospective suppliers submitting responsive proposals with a proposed cost that falls twenty-five percent (25%) or more from the average submitted cost may be asked to justify their submitted cost.
 - b. Should the university request clarification and/or additional information regarding cost, prospective suppliers shall provide clarification and/or additional information as specified by the request.
- C. A university appointed evaluation committee will evaluate and score qualifying Technical Proposals.
- D. Evaluation will be based on the prospective supplier's response to the Information for Evaluation section included in the Technical Proposal Packet. See Table C for the scoring scale.
- E. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
- F. After individual evaluations are complete, the Evaluation Committee will meet to discuss their ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criterion.
- G. After the committee discusses their individual scores as a group, each member will have the opportunity to change their initial individual scores, if they feel that is appropriate.
- H. The final individual scores of the evaluators will be recorded on the Overall Score Sheets and averaged to determine the consensus score for each proposal.
- I. Other agencies, consultants, and experts may also examine documents at the discretion of the university.

SCORE	DESCRIPTION
10	The response provides metrics clearly establishing that the prospective supplier is reliable and capable of fully performing the required scope of work.
5	The response provides metrics suggesting that the prospective supplier's level of performance may be acceptable, but it does not clearly establish that the prospective supplier is reliable and capable of fully performing the required scope of work.
0	The response provides metrics clearly establishing that the prospective supplier is unreliable and incapable of fully performing the required scope of work.

Table C

3.2 Technical Proposal Score

- A. The university uses blind scoring for [Request for Proposals/Request for Qualifications]. This practice reduces the risk of an unintentional bias swaying the RFP results and subsequent supplier selection. It is particularly important if there's an incumbent or preferred vendor prior to solicitation issuance.
- B. The Information for Evaluation section has been divided into four sections. Each subsection has a maximum point value of ten (10), and is weighted according to its significance as determined by the university. See Table D for each subsection's total point value; listed as the Maximum Raw Score Possible.

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- a. Experience
This subsection in the Technical Proposal Packet allows respondents to showcase their expertise, technical capability, and understanding of the university's needs. Respondents should identify claims of expertise and support them with verifiable metrics (e.g., account size, years of experience, customer satisfaction).
- b. Solution
This subsection allows respondents to present their proposed solution or approach to meet the university's requirements. The solution should be non-technical, provide recommendations, and address solicitation objectives. Additional options beyond the proposed solution should be included in the Recommended Options Form.
- c. Risk
This subsection lets respondents identify and prioritize risks that could hinder the proposed solution's success. Risks, both within and beyond the respondent's control, should be clearly described along with mitigation strategies. Documented performance should include past risk mitigation efforts and their impact on time, cost, and client satisfaction.
- d. Interview
Top-scoring respondents will be invited to an interview. Evaluation will be based on responses during the interview, and individual scores may be adjusted after a final consensus meeting. The group score will determine the final ranking.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	20	140
Solution	10	30	210
Risk	10	20	140
Interview	10	30	210
Total Technical Score	40	100%	700

Table D

The supplier's weighted score for each subsection will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for subsection in evaluation
 B = Maximum Raw Points possible for subsection
 C = Maximum Weighted Score possible for subsection
 D = Weighted Score received for subsection

- C. Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.
- D. Responses that do not receive a minimum total weighted technical score of **300** may not move forward in the solicitation process.
- E. Pricing for proposals that do not move forward shall not be scored.

3.3 Cost Score

When pricing is opened for scoring, the maximum cost points will be given to the proposal with the lowest price, as shown on the Official Solicitation Price Sheet. (See Grand Total Score for maximum points possible on the Financial Proposal.)

The number of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*C = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.4 Grand Total Score

The Technical Score and Presentation Score will be added together to determine the Grand Total Score for the supplier. The supplier with the highest Grand Total Score will be selected as the apparent successful supplier. Based on the ranking of the proposals, the university may move forward in discussions with those responsible prospective suppliers determined to be reasonably susceptible to being selected for award. (See Award Process.)

	MAXIMUM POINTS POSSIBLE
Technical Proposal - Information for Evaluation	700
Cost	300
Maximum Possible Grand Total Score	1,000

Table E

3.5 Discussions

- A. The university will move forward into discussions with the responsible prospective supplier(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
- B. Discussions may be conducted with the highest-ranking prospective suppliers based on the grand total score for each proposal or with multiple prospective suppliers reasonably susceptible to being awarded a contract.
- C. Should the university choose to engage in discussions with the highest-ranking prospective suppliers, the prospective suppliers invited to participate in discussions **shall** provide all documents required during discussions.
 - a. Should the university determine, through the discussion process, that the prospective supplier's solution, approach, timelines, deliverables, expectations of the university, or a combination thereof makes the prospective suppliers no longer reasonably susceptible to being awarded a contract, the university may abandon discussions with that prospective supplier and may proceed to additional rounds of discussions with the next highest-ranking prospective supplier.
- D. Should the university choose to engage in discussions with multiple prospective suppliers contemporaneously, each prospective supplier invited to participate in discussions **shall** provide all documents required during discussions.
 - a. Should a prospective supplier not provide the required documents within the timeframes requested by the university or choose not to engage in the discussion process, the prospective supplier's proposal will be considered withdrawn and will not be subject to further consideration in the solicitation process.

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- E. If discussions necessitate material revisions of proposals, each responsible prospective supplier reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal for the purpose of submitting a best and final offer.
- F. During the discussion kick-off meeting, the prospective supplier shall provide the following documents to the university:
 - a. A detailed scope of work clearly identifying the prospective supplier's understanding, implementation, and performance of services required in this solicitation, including all activities required by the supplier and all activities expected by the university.
 - b. A risk management plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the risk plan submitted in the prospective supplier's Technical Proposal Packet
 - c. A proposed financial summary, including
 - 1. The completed pricing response and recommended options form submitted in the prospective supplier's Technical Proposal Packet
 - 2. A proposed payment schedule.
 - d. Proposed project management and reporting templates.
- G. During the discussion's kick-off meeting, the prospective supplier shall address questions and/or concerns the university may have to the satisfaction of the university.
- H. During discussions, the prospective supplier shall revise the discussion documents until an agreement is made and the university has provided final approval.
 - a. The prospective supplier shall attend follow up meetings as determined necessary by the university. Reasonable efforts will be made to accommodate scheduling conflicts.
- I. During discussions, the prospective supplier shall present a final draft of the discussion documents to the university, including, at minimum:
 - a. A summary of all plans and scope of work developed during the discussion process and mutually agreed upon by the university and the prospective supplier.
 - b. A detailed scope of work clearly identifying the prospective supplier's implementation and performance of services required in this solicitation, including all provisions negotiated and agreed upon by the university and the prospective supplier since the discussions kick-off meeting.
 - c. Description of deliverables in terms of simplified metrics.
 - d. The Risk Management Plan.
 - e. Project management and reporting templates.
 - f. Financial summary, including:
 - 1. The completed Pricing Response submitted with the prospective supplier's Technical Proposal Packet.
 - 2. A list of agreed upon and accepted recommended options (with impact to price).
 - 3. A payment schedule.
 - 4. Contact information for the prospective supplier's key personnel.
- J. During discussions, the prospective supplier shall present the final drafts of the items and shall summarize the coordination and planning completed during the discussion process.
- K. Once approved by the university, final drafted documents will become part of the resulting contract.
- L. The prospective supplier may determine which key personnel will attend the discussion meetings.

3.6 Anticipation to Award

- A. Once an anticipated supplier has been determined, the anticipated award will be posted to the university bid website.
- B. It is the responsibility of prospective suppliers to check the bid website for the posting of an anticipated award.

- C. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- D. A contract resulting from this solicitation may be subject to review and approval processes prior to award, which may include Legislative review.

3.7 Prospective Supplier's Acceptance of Evaluation Technique

The submission of a Technical Proposal Packet signifies the prospective supplier's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

Section 4 - General Terms and Conditions

Do not provide responses to items in this section unless specifically and expressly required.

4.1. Acceptance of Requirements

- A. A prospective respondent's past performance with the state, system, or university may be used to determine if the prospective respondent is responsible. (Arkansas Code Annotated Rule R8:19-11-229).
 - a. Proposals submitted by prospective respondents determined to be non-responsible will be rejected.
- B. A single prospective supplier must be identified as the prime contractor.
 - a. The prime contractor shall be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents of the state for the performance thereof.
- C. By submission of a proposal, the prospective respondent represents and warrants:
 - a. The prices in the proposal have been arrived at independently, without any collusion with another competing prospective respondent.
 - 1. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated §§ 19-11-240 and 19-11-245).
 - b. That the prospective respondent has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the prospective supplier for the purpose of securing business.
- D. The prospective respondent should not discuss the solicitation or proposal response, issue statements, or comments, or provide interviews to public media during the solicitation and award process.
- E. Goods, qualifications, and services must meet or exceed the required specifications as set forth in the solicitation.
- F. The university will not pay costs incurred in the preparation of the proposal.

4.2. Payment and Invoice Provisions

- A. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS	EMAIL
University of Arkansas at Little Rock ATTN: Accounts Payable 2801 South University Ave Little Rock, Arkansas 72204	ACCOUNTSPAYABLE@UALR.EDU

- B. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- C. UA Little Rock may not be invoiced in advance of delivery and acceptance of any equipment, service, or commodity.
- D. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- E. Suppliers shall provide an itemized invoice for all charges.
- F. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.

4.3. Internship Program

- 4.3.1. UA Little Rock is expanding its student internship program. All proposers are encouraged to utilize UA Little Rock student(s) in an internship capacity under any resulting contract for the items required under this solicitation. The internship shall be intended to serve as a relevant and meaningful educational enrichment opportunity and may be paid or unpaid depending on the employment relationship. To identify students interested and qualified for internships, opportunities will be posted in Handshake, an online job search platform. For additional information regarding participating in the internship program, please contact the Director of Distributed Learning and Career Center at 501-916-3584 or email careers@ualr.edu.

4.4. University On-Site Regulations

- A. UA Little Rock is a 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 or vape pens, 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 UA Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
- B. The policies of UA Little Rock, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any UA Little Rock employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned on the campus of UA Little Rock. Vendors and contractors are required to exercise control over their employees, agents and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractor, agents, employees or subcontractors may be immediately removed from the project site and from UA Little Rock premises.