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## **CORRECTED FB-25-012 QUESTIONS AND ANSWERS**

Responses are below in RED. Corrections are highlighted yellow with BLACK text.

#### **Section 1**

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Has the law changed for revenue contracts such as this (as opposed to an expense contract)?

Please see addendum #1.

#### Section 1.6D

May a successful bidder elect not to provide services to other campuses, units, or divisions of the University of Arkansas System?

This alerts the supplier that there may be other potential contracts if an agency and the supplier wish to use the clause. However, it is not mandatory nor does it guarantee business or purchases with the state, university, or other state agencies.

#### Section 1.11B

The language of this section suggests that if a bidder wishes to propose exceptions to any terms and conditions of the contract it must do so before submitting its RFP response. The signature page (page 3) of the Technical Proposal requires the bidder to agree that any exception in conflict with a Standard Term and Condition will disqualify the submission. That language suggests that no exceptions to Standard Terms and Conditions may be submitted either before the bidder's response is submitted or as part of the bidder's response submission.

Please clarify whether a bidder may propose exceptions to the Standard Terms and Conditions included in the RFP and/or to other RFP terms and conditions and, if so, whether such exceptions may be included as part of the bidder's response submission rather than before the submission.

No exceptions may be proposed as part of the response packet. Prospective suppliers are responsible for seeking resolution by contacting the issuing buyer of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.

## Section 2

2.3.B. Operations-Publications

Would the University be open to producing digital game day programs as opposed to hardcopy programs moving forward? Yes.

## 2.4.A Rights-Radio & Podcasts

Who is the current flagship radio station and its affiliates? What are the terms of this agreement and any associated costs? Can you provide a copy of the agreement? Information is available via LRTrojans.com.

#### 2.4.A Rights-Radio & Podcasts

Would the University be open to providing radio broadcasts via streaming only moving forward?

Yes, the university is open to discussion/negotiation with the selected firm.

## 2.4.B Rights-TV & Streaming

Does the University currently produce any TV or radio Coaches Shows? If so, for which sports?

Yes. Men's & Women's Basketball.

#### 2.5.A. Benefits-Arena Use & Suites

Does the current MMR Holder lease an arena suite for \$20,000 per contract year? Yes.

## 2.5.C. Benefits-Hospitality

Please provide a breakdown (by sport) of how much tickets/parking the current MMR Holder receives, at no cost, to fulfill sponsorship agreements.

Please see the attached MMR Agreement.

# Section 2 General Questions Revenue

Can the following documents/information be provided?

- 1. Current multi-media rights agreement and terms
  - a. Redacted copy provided
- 2. Final settlement/royalty report for the last three fiscal years from the current provider
  - a. Attached Not available at this time.
- 3. Breakdown of sponsorship revenue, by sponsor, for each of the last three (3) fiscal years
  - a. Not available
- 4. Cash revenue and total barter revenue for the last four (4) fiscal years
  - See Royalty Reports & separate trade overview document Not available at this time.

Can details on the following be provided?

- 1. Any revenue contracts directly tied to campus partnerships (i.e., Pepsi), including if any of the revenues are split between the University and Athletics.
  - a. Pepsi is the only sponsor that meets this description
- 2. Any other MMR revenues, for each of the last three fiscal years, (i.e., game program vending, radio affiliate fees, etc.).

#### a. None

- 3. Capital projects (including facility renovations, technology enhancements, etc.) that the University has planned for the next 12-24 months with specific mention of new assets that would be available to the partnership/rights holder.
  - a. It is not currently scheduled. The university is, however, planning to conduct an athletics facility master planning exercise in Spring 2025
- 4. Is the University open to a strategy that includes campus-wide, business-to-business partnerships and is there an opportunity to provide for that in our response?
  - a. The university is open to discussion/negotiation with the selected firm.

## **Expenses**

Please detail all expenses that the selected rights holder will have to pay by category. Please provide historical information for the expenses paid (by category).

The expense summary is proprietary per the current MMR partner and information is not shared with the school.

Please detail if any of the expenses the selected rights holder will be required to pay differ from those of the current Multi-Media Rights partner.

The university is open to discussion/negotiation with the selected firm.

Please identify any expenses (i.e., tickets, parking, suites) that the University would allow to be deducted from gross revenues.

The university is open to discussion/negotiation with the selected firm.

Are fulfillment expenses already netted out of the above reported revenues or are there specific fulfillment expenses, including tickets, that the rights holder needs to account for?

Please see the attached MMR Agreement.

## **Operational**

If available, please provide a general sales deck overview and/or rate card of current assets packaged into sponsorships.

Not available.

Please provide a list of the current available inventory.

Please see the attached MMR Agreement, but note that the university is open to discussion/negotiation with the selected firm.

Do any third-party companies have formal agreements with the University to sell any multimedia rights assets (i.e., radio station receives inventory in-game broadcasts)? No

What is the staffing makeup of any and all personnel that have been responsible for generating the above-mentioned revenues?

Currently - General Manager Historically - GM & Fulfillment Coordinator

Please provide a copy of the SIDEARM Sports agreement or at a minimum detail the terms and any inventory limitations or costs associated with selling inventory into <a href="Irrojans.com">Irrojans.com</a>.

Not available from the current MMR partner

Does the Athletic Department currently have copies of all current sponsorship agreements for their reference?

Contracts have not historically been shared with school by current MMR partner

## **Technical Proposal Packet**

Are we required to use the forms provided for Information for Evaluation – Experience/Solution/Risk or can this information be incorporated directly into our Proposal Response if we still adhere to the page limit provided?

Respondents should use the template provided within the Technical Response Packet. For Information for Evaluation - Solution, respondents may provide a written narrative addressing the three sections (Revenue Generation and Partner Activation, Transition Plan, and Operations).

Respondents shall not include any identifying information on any section of the Information for Evaluation.

Would it be possible to advance our proposals electronically as opposed to sending formal printed copies?

No. UA Little Rock does not currently have an electronic bidding platform to facilitate formal solicitations that meet Arkansas State Procurement Law requirements.

Will the University accept any follow-up questions based upon clarification needed to University's responses?

The university will provide clarification to non-substantive questions after the public posting of this document.