

**RFP 06232025**

**Campus Sponsorship Sales**

**Vendor Q&A**

*Please see answers in green.*

**Assets – Services Defined / Scope Response**

1. Pouring rights are excluded from this scope. Will the winning entity take over negotiation and renewal of existing pouring rights agreement or will it be excluded in perpetuity? Can you clarify the categories contained within the pouring rights agreement (i.e., water, tea, energy drinks, etc.)?
   * **No, the University currently does not intend for pouring rights to be included in an awarded agreement. The University’s current agreement is through 2029 with options to extend.**
   * **The University’s current primary pouring rights agreement includes exclusive sponsor rights as the “Official Beverage Sponsor”, “Official Soft Drink”, “Official Water”, “Official Beverage Vendor”, and exclusive rights in the beverage category to use University marks and logos. Nothing in this RFP will be permitted to conflict with the existing pouring rights agreement. While the current primary campus pouring rights agreement contains an exclusion for certain sports drinks (non-carbonated drinks or beverages which have the same salt concentration as the normal cells of the body and blood, or which can be consumed to replace the fluid and minerals that the body may lose during physical activity, and are marketed or labeled as hypertonic or hypotonic “sports drinks”), the University holds a separate contract granting certain sponsorship rights in such beverages.**
2. Naming rights are excluded from this scope. Can you clarify in more detail what that means? Buildings only? Areas within buildings? For example, could a student lounge, or similar sub-area, be "named" (i.e., IKEA Student Lounge)?
   * **Building spaces and building names are excluded from this scope**
3. Can you provide a list of excluded categories – either by the University or by existing Razorback Athletics/Learfield relationships?
   * **Please refer to list of categories the University has identified as opportunities with this RFP.**
4. What is the difference between University marks/logos and Athletics marks/logos? Who owns use of University marks and University designations? Is it owned by the University and sub-licensed to Athletics/Learfield? Will the winning entity be able to market use of University marks in partnerships that do not include Athletics? Likewise with designations (i.e., Official "X" Partner of The University of Arkansas)?
   * **All marks and logos of the University, including Athletics marks/logos and all other campus marks/logos, are owned by the Board of Trustees of the University of Arkansas.  Athletics marks and logos are those that are primarily associated with the Department of Athletics, including but not limited to the Razorbacks word mark, athletic facilities, mascots, uniforms/trade dress, fight song, sporting events, etc.  Examples include but are not limited to Razorbacks®, Wooo Pig Sooie®, and Go Hogs™, and the Running Razorback logo.  The campus marks and logos include those associated with the campus as a whole and academic logos, such as University of Arkansas® and the image of Old Main®.  The University licenses to IMG (Learfield) multi-media sports marketing, promotion, and commercial rights in and around Athletics, with the right to permit sponsors to use Athletics marks/logos in connection with University Athletics sponsorships upon the prior written approval of the University.  Anticipated services include the marketing of sponsorship opportunities that may include a license to use certain non-Athletics mark/logos, as well as potential designations such as the “Official ‘X’ Sponsor of the University of Arkansas.”**

**Financial Management – Pricing & Financial Proposal**

1. Can you clarify the reporting structure within the University for the winning entity? Which department will have direct oversight of the winning entity?
   * **Office of Strategic Campus Partnerships will have direct oversight**
2. How will revenue distributions from campus sponsorships to University stakeholders be determined?
   * **This will be at the University’s discretion and those details will not be provided at this time.**
3. How will categorical conflicts with Razorback Athletics be handled? For example, if Learfield and the winning entity are both pursuing a sponsorship in an open category how will priority of discussions be determined?
   * **Nothing in this RFP is intended to conflict with current University agreements, including pouring rights, Athletic multi-media rights agreements, or other rights agreements specific to the Department of Athletics. The University has provided details for colleges, divisions, units, and categories of opportunities that are being considered at this time.**
4. How do you see the winning entity being involved in procurement processes in order to leverage University spends for sponsorship?
   * **Please propose a detailed plan to illustrate how your company has worked with other universities to coordinate opportunities for competitive procurements and additional value through category sponsorships. The University is open to considering how these opportunities can bring additional value to the University.**
5. Does the University have preference on tracking platforms or report formatting/cadence?
   * **There is no preference in reporting platforms**
   * **Expectations will be for daily interaction with the Office of Strategic Campus Partnerships, and no less than monthly updates with leadership teams.**
   * **Please propose additional structures in the RFP response**
6. Can the University provide more detail on how it defines "net" revenue? What all would count as expenses that would be backed out of gross contract values to arrive at "net" revenues?
   * **Consideration for how “net revenues” are defined and calculated will be specific to the structure of a proposed agreement. Please fully define how your company arrives at “net revenues” as part of your company’s response.**

**Other – Additional Requirements**

1. Will the winning entity be provided with physical working space on campus?
   * **The University will consider space for an awarded vendor to have physical presence on campus**
2. How will the University handle communication to campus on the winning entity and its mandate within the overall University mission?
   * **The University will leverage internal public relations teams to develop a communication/change-management plan**
3. Will sponsorships be contracted through the winning entity or the University? If through the University will all contracts be subject to public records requests?
   * **The process for executing sponsorship agreements will depend on the structure of a proposed agreement. Records related to agreements will be subject to Arkansas law governing freedom of information requests, which may include opportunities to redact information, subject to approval of the University in consultation with its Office of General Counsel, that is exempt from disclosure under the law.**
4. Can the University supply any existing/historical data on asset evaluation, category analysis, existing partners and revenues, etc. that have been done to date?
   * **List of Potential Assets:**
     + 
   * **The University will provide additional details on these assets to the awarded vendor.**
5. Will the winning entity be solely responsible for activation of sponsorship contracts or will they be able to lean into University resources where necessary?
   * **This will be a cross-functional/collaborative effort with the University’s Office of Strategic Campus Partnerships.**
   * **Please propose an ideal structure/ownership of responsibilities in the RFP response.**
6. Will the 30 day "no cause" termination clause be mandatory in the final agreement or subject to negotiation? Would payments for "services ordered" include unpaid commissions on secured sponsorship deals that go beyond the termination date?
   * **The University is open to clarification of this provision prior to execution of the final contract.  Depending on the financial structure agreed upon in the contract, payments for "services ordered" may include unpaid commissions on secured sponsorship deals having a term that goes beyond the termination date.**