

UNLV | PURCHASING & CONTRACTS

ADDENDUM 1 TO REQUEST FOR PROPOSAL 694-RD

MULTI-MEDIA RIGHTS

University of Nevada, Las Vegas
Purchasing Department
4505 Maryland Parkway
Las Vegas, Nevada 89154-1033
(702) 895-3521

Date of Release: February 1, 2017

Date and Hour of Bid Opening: March 8, 2017 at 3:00pm PDT

The following questions were raised and are answered below:

1. Regarding the Pre-Existing Agreements referred to on page 19 (e.g., Coca-Cola and Cox), what are the sponsorship elements which these sponsors receive from IMG, and what are the dollar amounts UNLV carves out of these deals in payment to IMG?

Regarding the Pre-Existing Sponsorship Agreements listed on page 19 of the RFP-Coca-Cola Sponsorship Agreement with an effective date of August 1, 2012, UNLV doesn't hold back any monies to its current multi-media rights holder ("IMG"), but some limited annual trade (beverages) does go directly to UNLV Athletics. The Coca-Cola Sponsorship Agreement is by and between IMG and Coca-Cola, and UNLV will transfer it to the multi-media rights holder. Attached is a copy of UNLV's acknowledgement of the Agreement.

Regarding the IMG Stanchion Letter of Agreement, provided Contractor pays UNLV's current multi-media rights holder, the remaining \$30,000 balance due on the stanchion, UNLV keeps ownership of the stanchion, and Contractor receives all advertising revenue from the Basketball Goal LED Display System. See an attached copy of the IMG Stanchion Letter of Agreement.

Regarding the CBS Sports Digital Terms Agreement with an effective date of July 1, 2016, per the existing agreement and the agreement to be provided to the new multi-media rights holder, the multi-media rights holder gets 100% of any advertising it sells. UNLV sells a small amount of advertising space and coordinates any sales with CBS and the multi-media rights holder. A copy of the CBS Sports Digital Terms Agreement is attached.

The question references the Cox Agreement as a Pre-Existing Sponsorship Agreement. However, the Cox Sponsorship Agreement and related Cox Wi-Fi Services Agreement are Excluded Agreements and not Pre-Existing Sponsorship Agreements.

2. What is the historical dollar amount of advertising sold in accordance with the CBS Sports Digital Internet Agreement?

UNLV doesn't have the historical dollars amounts for advertising sold by IMG or CBS, only the small amount of advertising sold by UNLV and/or the 5% amount paid to UNLV by CBS per the CBS Sports Digital Terms Agreement which is as follows- FY14 \$2451; FY15 \$1048; FY16 \$58.

When does this agreement with CBS expire?

There is a Terms Agreement with CBS. A long-form Agreement will be negotiated. The Initial Term is through- June 30, 2019, but has renewal terms. See the CBS Sports Digital Terms Agreement attached to this Addendum.

Would you provide a copy of the agreement?

A copy of the CBS Sports Digital Terms Agreement is attached to this Addendum.

3. Re: radio expenses on page 22 – typically how many football and men's and women's basketball charter flights are scheduled each year?

It varies from year to year; however, Football chartered to 6 games in season 2016, Men's Basketball has a donated plane for all charter flights and the costs are minimal, and Women's Basketball does not normally charter flights.

4. Re: TV coaches' shows on page 23 – what is the current arrangement (and costs involved, if applicable) for football and men's basketball TV coaches' shows, if any?

Regarding current arrangements, please review the attached "Contract to Provide Advertising, Multi-Media, Sponsorship, & Promotions Rights for UNLV" by and between UNLV and its current multi-media rights holder, IMG College, LLC (formerly known as International Sports Properties, Inc.), with an effective date of January 18, 2008 ("IMG Multi-Media Rights Agreement"), and any relevant exhibits, including Exhibit I, Television show.

EXHIBIT I – TELEVISION NETWORK PLAY-BY-PLAY

1.1.01 Description of Property UNLV owns the right to telecast and re-telecast on television certain games featuring its football, men's and women's basketball, and baseball teams ("television network").

1.2.01 Rights Licensed Licensee has the exclusive license to produce and telecast and/or re-telecast, including via pay-per-view, UNLV football, men's basketball games and select other events. The games that are the subject of the television network are those available after contractual obligations are met to national networks, and conference television network.

1.3.01 Licensee Obligations

1.3.01.01 If Licensee telecasts or re-telecasts a game, Licensee is responsible for soliciting all advertising sales, securing advertising copy, and collecting all advertising receipts.

1.3.01.02 If Licensee telecasts or re-telecasts a game, then upon request, Licensee will provide to UNLV one (1) copy of any broadcast covered by this exhibit.

1.3.01.03 If Licensee telecasts or re-telecasts a game, Licensee will provide one (1) :30 second spot to UNLV for UNLV promotion or ticket sales promotion. In addition, Licensee will actively promote upcoming UNLV events via graphic billboards and accompanying announcements.

1.3.01.04 Licensee will make reasonable, good faith efforts to telecast or arrange for telecast a schedule of regular season football games and regular season men's basketball games each License Agreement Year. For purposes of this paragraph, this schedule includes those games produced and syndicated by Licensee or its designee. In addition, Licensee will make reasonable, good faith efforts to obtain coverage in the Las Vegas market. Licensee will also attempt to distribute the telecasts in as many other markets, via cable systems and local over-the-air stations as possible. UNLV may request distribution in specific areas not selected by Licensee.

1.3.01.05 Licensee may utilize a television network play-by-play broadcast crew including up to six (6) individuals (e.g. play-by-play announcer, color commentator, producer, director, audio and graphics technicians).

1.4.01 UNLV Obligations

1.4.01.01 UNLV will provide to Licensee broadcast booth and camera space for all games at no charge. In addition, UNLV will provide to Licensee all equipment owned by UNLV that is currently used for broadcast production.

1.4.01.02 UNLV will arrange regular appearances by the head football, head men's basketball, baseball and other coaches for the television broadcasts. Payment for these appearances will be the responsibility of UNLV.

1.4.01.03 UNLV will publicize the television network by including programming

NA

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[Signature]

5. Game Time programs on page 23 – Does UNLV pay for the production of this publication, or does the rights holder? Will the Contractor own all paid advertising rights within this publication?

The selected multi-media rights holder will pay for the production of the publication. UNLV staff shall assist with the layout, editorial content, and distribution. Contractor will own all paid advertising rights except as follows. As set forth in the RFP, an official UNLV sports

publication (which includes a Game Time Program) may be produced at Contractor's expense up to 24 times per year. The publication will consist of editorial copy produced by UNLV and advertising space to be sold by Contractor. Paid retail subscriptions may be solicited by Contractor. If Contractor produces an official sports publication, Contractor shall, Contractor will promote UNLV Athletics on the non-advertising pages and spaces; use best efforts to have the publication contain at least twelve (12) pages; print a minimum of eight (8) issues and up to twenty-four (24) issues annually; and provide publications dates by July 1 of each Contract year. If Licensee produces and official sports publication, Contractor shall provide UNLV at least four (4) complimentary pages for every fifty (50) pages in the publication.

6. Would you please provide sponsorship revenue totals produced by the current rights holder from the last 3 years, including any breakout or detail available regarding individual sponsors or categories?

See an attached copy of the UNLV Royalty Report for 7/01/13-6/30/14, 7/01/14-6/30/15, 7/1/15-6/30/16 attached. UNLV does not have legal custody and/or maintain a record of any breakout details for all the sponsor agreements that IMG has entered into in.

7. On page 23, it is stated that the Contractor will be responsible for the cost of production of the game programs. Would it be correct to assume that UNLV has historically paid for the production of other promotional materials (such as schedule cards and posters, rosters cars, etc.)?

No, per the attached IMG Multi-Media Rights Agreement, these costs are paid by current multi-media rights holder. See the attached IMG Multi-Media Rights Agreement and Exhibits A- Football Game Publication and Exhibit B- Basketball Game Publication which both state, "License (IMG) will be responsible for all costs and arrangements incidental to the production and sale of the publication." UNLV assists with the layout, editorial content, and distribution.

8. At the Site Visit meeting on February 15, we discussed the marquee on the road outside Thomas and Mack Center. Would you provide some additional information regarding the marquee, including dimensions and which company currently sells the advertising on the marquee? How many years remain on the current 10-year agreement IMG has with the outside company?

Per the RFP, Outdoor Advertising Marquee Agreement March 24, 2011 ("Ad Media Contract") is an Excluded Property and would not be included in the inventory for the new multi-media rights holder. See page 20 of the RFP. However, per this Addendum, UNLV is revising the Pricing Response Form to allow Proposers to propose an optional additional amount (on top of the guaranteed annual rights fee) to step into the shoes of the current multi-media rights holder (IMG, formerly known as International Sports Property) in terms of the Ad Media Contract (this Addendum also provides a similar optional proposal line for another Excluded Property, the Boyd Gaming Sponsorship Agreement). If UNLV accepts a i) particular Proposal as well as ii) any optional additional fee proposed for the Ad Media Contract, UNLV would still continue to receive 20% of any ad content on the Marquee and any other benefits allocated to UNLV per the Ad Media Content. See the attached revised Pricing Response Form. Please note that UNLV reserves the right to accept a particular Proposal, but to not accept certain optional item proposed. If an optional amount for the Ad Media Contract is not proposed or is not accepted, the Ad Media Contract shall remain an Excluded Property. The dimensions of the marquee are: 17ft x 34ft. Ad Media II, LLC sells advertising for the marquee on the NE corner of the Thomas & Mack parking lot. The term of the Ad Media Contract by and between UNLV, ISP Sports, LLC (IMG) and Ad Media goes through June 30, 2020. Ad Media has the option to extend the Agreement for 2

additional 5 year terms, provided Ad Media provides notice no later than 90 calendar days prior to the expiration of the term or first exercised option. At the expiration of the ISP (IMG) Contract with UNLV, UNLV or it designee assumes all rights and obligations under the Ad Media Contract.

9. Please provide a list of current trade partners, including the dollar value of trade, as well as the sponsorship elements or tickets provided.

UNLV does not have legal custody and/or maintain a complete list of all IMG trade partners, with the dollar value of trade as well as the sponsorship elements or tickets provided. An incomplete list of such information can be determined by Proposers based on the agreements that are attached to this Addendum.

10. The RFP states that some luxury seating inventory is available by mutual agreement. Could a suite at Thomas & Mack Center and Boyd Stadium be made available to the Contractor?

Per the RFP, a suite could be provided to the selected Contractor at the market rate. The current suite availability and approximate market rates are as follows: Suites at Thomas & Mack are available for licensed use and range from \$65,000 per year for a small suite to \$140,000 for a large suite annually. Sam Boyd Stadium suites are available for licensed use for \$65,000 annually.

Current MMR Provider:

11. Please provide the terms and a copy of the agreement that the University has with the current Multi-Media Rights provider.

Attached is a copy of the IMG Multi-Media Rights Holder Agreement.

12. Please provide a copy of the final settlement/royalty report for the last three fiscal years with the current Multi-Media Rights provider.

See an attached copy of the UNLV Royalty Report for 7/01/13-6/30/14, 7/01/14-6/30/15, 7/1/15-6/30/16 attached.

13. Terms of all current sponsorship agreements (2016-17) including contract length, expiration date, cash investment level, trade/barter investment level, expectation of renewal and other information you deem important (sample summary included) as well as copies of all agreements.

UNLV doesn't have legal custody and/or maintain a record of all of its multi-media rights holder's (IMG) agreements. Except for the Coca-Cola Sponsorship Agreement (Pre-Existing Sponsorship Agreement), the Boyd Gaming Sponsorship Agreement (Excluded Agreement), and the Ad Media Contract (Excluded Agreement), all IMG Agreements should expire when their agreement with UNLV expires (June 30, 2017). Please see copies of the Coca-Cola Sponsorship Agreement, the Boyd Gaming Sponsorship Agreement, and the Ad Media Contract attached to this Addendum. Dates and renewal information can be found in the respective contracts.

14. What is the total cash revenue resulting from sponsorship contracts (excluding trade)?

See an attached copy of the UNLV Royalty Report for 7/01/13-6/30/14, 7/01/14-6/30/15, 7/1/15-6/30/16 attached.

15. What is the total trade revenue resulting from sponsorship contracts?

UNLV doesn't have the total trade revenue from its multi-media rights holder in its legal custody and/or maintain a record of such information. Some trade revenue amounts may be found in the agreements attached to this Addendum.

16. Terms of all sponsorship agreements for the previous 2 years (2015-16 and 2016-17) including contract length, cash investment level, trade/barter investment level, reason if did not renew and other information you deem important (sample summary included).

UNLV doesn't have legal custody and/or maintain a record of all of its multi-media rights holder's (IMG) agreements. Except for the Coca-Cola Sponsorship Agreement (Pre-Existing Sponsorship Agreement), the Boyd Gaming Sponsorship Agreement (Excluded Agreement), and the Ad Media Contract (Excluded Agreement), all IMG Agreements should expire when their agreement with UNLV expires (June 30, 2017). Please see copies of the Coca-Cola Sponsorship Agreement, the Boyd Gaming Sponsorship Agreement, and the Ad Media Contract attached to this Addendum. Contract dates and other agreement terms can be found in the applicable agreements attached to this Addendum.

17. 2016-17 forecast of all additional related revenue (gross and net) that would be included in a sponsorship and multi-media rights partnership as well as the terms and detail on all for the previous 2 years (2015-16 and 2014-15). Typical revenue lines include:

- a. Game Program Sales
- b. Official Athletic Website Revenues (those that will be included in partnership – i.e., subscriptions, auctions, etc.)
- c. Rights Fees (radio affiliates, television, mobile audio/video content)
- d. Post-Season radio revenue billed to sponsors
- e. Other

Except for fixed sponsorship payments/dollar amounts set forth in the agreements attached to this Addendum, UNLV doesn't have a 2016-2017 forecast. Some information requested can be found on the attached copy of the UNLV Royalty Report for 7/01/13-6/30/14, 7/01/14-6/30/15, 7/1/15-6/30/16. As for Game Program Sales, Game Programs have been historically distributed free of charge, with a few exceptions. UNLV does not have legal custody and/or maintain a complete record of its multi-media rights holder revenue.

18. Identify all category exclusivities and how many years remain on the current sponsorship agreements.

Category exclusivity-

- a) Exclusive sponsor for cable TV, internet/Wi-Fi (exclusive provider and sponsor), telephone (landline) and broadband services- Hospitality Network, LL (Cox Affiliate)- See the attached Cox Letter of Intent (a formal Cox Sponsorship Agreement, based on the LOI is currently routing for signatures and will continue through approximately March 2024)
- b) Exclusive sponsor and provider athletic footwear, apparel and accessories for covered athletic programs- Nike Agreement continues through approximately May 31, 2019 (Nike has rights of first refusal)
- c) Exclusive sponsor and provider of certain athletic equipment for UNLV Men's Baseball Team-Wilson Sporting Good Co.- continues through July 31, 2017
- d) Exclusive sponsor and provider of certain athletic equipment for UNLV Women's Softball Team- Wilson Sporting Good Co.- continues through July 31, 2017

e) Exclusive static/fixed signage sponsor in the casino category- Boyd Gaming- Initial Term expires May 31, 2019 with Boyd option to extend through May 31, 2024- Currently IMG Agreement- Contract rights revert to UNLV June 30, 2017

f) Exclusive non-alcoholic beverage (minus permitted exceptions) provider (not sponsor) for the Thomas & Mack Center, Sam Boyd Stadium, and Cox Pavilion Coca Cola Pouring Rights- continues through February 21, 2018 (UNLV can exercise an additional option for a two year renewal)

g) Exclusive Non-Alcoholic Athletics Beverage Sponsor (minus permitted exceptions)- Coca-Cola Refreshments- current term extends through February 23, 2018 and can be renewed by Coca-Cola for an additional 2 year term- currently this is an IMG agreement, but ownership would transfer to UNLV/its multi-media provider upon the expiration of termination of its agreement with UNLV on June 30, 2017.

19. Are there any restricted product categories (i.e., gaming, alcohol, etc.)?

UNLV reserves the right to approve or disapprove of any sponsor/advertiser to ensure compliance with considerations, including but not limited to, relationship to NCAA rules, Board of Regent requirements, MWC rules and regulations, local, state and federal law, UNLV policies and its goodwill in the community, Existing Agreements, Excluded Agreements, and Reserved Assets. UNLV is committed to monitoring and maintaining its considerable goodwill, and all such uses of UNLV marks and other licensed rights will be in the best interests of the UNLV as solely determined by UNLV. Contractor will not align itself with advertisements, or other means of promotion on behalf of the University that would in any way have a negative impact, dishonor, embarrass, or discredit UNLV. Contractor must protect UNLV's brand and the equity it stands for: honor, integrity, ethics, and legacy, which is important to not only our current students but to UNLV's alumni and friends. Contractor must remember this it is working on behalf an academic institution of higher learning and a constitutionally created entity of the State of Nevada. Except as otherwise set forth above, the only specifically restricted product categories would likely be state and/or federally restricted/illegal activities; products from sponsors debarred or ineligible from entering into contracts with the executive branch of the federal government or any state agency or local public body; sponsors with products using child labor; or products that are political in nature, obscene, or morally sensitive. If the selected multi-media rights holder is considering soliciting a sponsor in a product category that has been restricted or rejected by other similarly situated clients in the past, it is advised that the multi-media rights holder contact UNLV before soliciting such a potential sponsor.

20. In regards to the excluded agreements listed on page 20 of the RFP including Coke, Cox Sponsorship Agreement, Cox WiFi Services, Nike, Boyd Gaming, T-Mobile, LRG, Barnes & Noble, CMedia and AD Media and UNLV Tickets can the University provide the following information?

- a. Copy of each agreement or a list of the marketing assets included in each agreement
- b. Confirm if it will be the Contractors responsibility to fulfill these agreements

Regarding the Cox Sponsorship Agreement (the existing Cox Sponsorship Agreement and the new Cox Sponsorship Agreement described in the Cox LOI), the selected multi-media rightsholder would have to make the Reserved Assets available to UNLV that are set forth in those agreements. With regard to any Game Entitlements, the multi-media rights holder would have to package any such entitlement, but UNLV would fulfill it. The multi-media rights holder would have to provide space for Coach's Show Spots, an In-Game Mentions,

but UNLV would provide the content to incorporate. Any signage required in such agreements would be provided by UNLV, but the multi-media rights holder would have to permit such signage as a Reserved Asset. Time on LED Fascia, etc. would be considered a Reserved Asset and the multi-media rights holder would have to provide such time to UNLV, but would not be responsible for the content. The selected multi-media rights holder would have to permit the NASCAR vehicle display as set forth in the Cox LOI. As a general statement for the Boyd Gaming Sponsorship Agreement (provided it remains an Excluded Property), the Nike Agreement, and the Cox Sponsorship Agreement (the existing one and the replacement agreement terms as set forth in the Cox LOI), the multi-media rights holder will not be responsible for the cost of signage, and packages, but will have to allow UNLV to provide content and fulfillment for certain elements as Reserved Assets and will have to coordinate such fulfillment with UNLV. Applicable excerpts of the Nike Agreement are included, the existing Cox Sponsorship Agreement is attached (and the Cox LOI which sets the terms for the new Cox Sponsorship Agreement routing) is attached, and[AKO1] the Boyd Gaming Sponsorship Agreement is attached. Other Excluded Properties are not attached because they contain de minimis or no Reserved Assets information that needs coordination or provision by the new multi-media rights holder.

21. Outside of the current MMR holder, are there any other third parties that have the opportunity to sell advertising/sponsorship inventory?

UNLV Soccer and its facilities are an Excluded Property and those rights are available to be contracted with a third party or sold internally. At this time no agreement is in place. Outside of the CMedia Agreement, the Ad Media Contract, CBS, MWC or NCAA (as applicable), certain third party promoters or Special Event holders for the Event Venue(s), and any Excluded Properties, there are no third parties competitive to the selected multi-media rights holder that will have the opportunity to sell the licensed advertising/sponsor inventory for UNLV athletic contemplated in this RFP. As a campus, UNLV has various agreements to sell advertising on various billboards, and with other entities to sell a variety of nonathletic related advertising/sponsorship inventory.

22. Identify if any of the current corporate sponsorships are tied to a broader partnership or business relationship with either the Athletic Department or University (office supplies, banking, pouring rights, etc.). Please describe the scope/involvement of the business related.

This question is vague. There are sponsors that also provide certain campus-wide services, but the provision of any such services are subject to Nevada State procurement laws and/or Board of Regent requirements which may, as applicable, require a competitive exception be documented, a public solicitation, or be under any statutory thresholds.

23. Is the University open to a strategy that includes campus-wide, business-to-business partnerships?

No.

24. While we understand all multi-media rights partnerships do not include the sharing of expense information, if possible, please provide detail on all expenses directly tied to the sponsorship and multi-media area. Please provide all contracts/vendor agreements (radio, television, internet, etc) where applicable. Please forward both 2015-16 actuals and 2016-17 forecasted expenses for all areas identified.

Operational Expenses:

- a) Signage Production (design, printing, installation) - In addition to the \$5,000 (basketball) and \$7,500 (football) outlined in the RFP
- b) Promotional Merchandise
- c) Official Game Day Program (print & design)
- d) Print (schedule cards/posters, flip cards, calendars, etc)
- e) Equipment Rental (signage units, radio broadcast units)
- f) All Other Expenses

Media Expenses:

- a) Radio Market Clearance (per each sport and coaches show). Please provide a copy (copies) of radio affiliate contracts related to game day and coaches show broadcasts
- b) Line Transmission
- c) Engineering
- d) Digital/Internet/Streaming
- e) Television Production (sporting events and coaches shows)
- f) Broadcast Talent/Crew
- g) Talent Travel (all air, hotel, meals, car rental, cabs, etc.)
- h) Other

UNLV does not have legal custody and/or maintain a record of the above requested information. This is UNLV's current multi-media rights holder, IMG's information.

25. Identify any Coaches Fees that are related to and charged to the current sponsorship and multi-media rights program.

UNLV is not aware of any such fees related to the IMG Multi-Media Rights Holder Agreement. Please review the IMG Multi-Media Rights Holder Agreement attached to this Addendum. There are certain out of pocket travel costs (Nike provides it for certain promotional appearances) provided by certain sponsors for appearances in Excluded Properties and certain incentive performance bonuses (For example- Nike-for NCAA Sweet 16 appearance, NCAA elite 8 appearance., NCAA Final 4 appearance, and NCAA National Champions).

26. Please identify all endorsement agreements that current Head Coaches have under contract with outside businesses. Please include the expiration date of these agreements and the fee paid to the respective coach by each entity.

Athletic footwear, apparel agreements are Excluded Properties and not relevant to this RFP. Any endorsement agreements must be approved by UNLV. Sponsorship/endorsement agreements are typically signed by UNLV with the coach as a signatory to ensure there are no conflicts with UNLV's sponsors. There are certain incentive payments paid to UNLV that UNLV provides to head coaches in agreements like the Nike and Wilson agreements For example- Nike-for NCAA Sweet 16 appearance, NCAA elite 8 appearance., NCAA Final 4 appearance, and NCAA National Champions).The expiration dates for Nike, the Wilson Baseball Agreement, and the Wilson Softball Agreement are listed above.

27. Detail all expenses directly tied to corporate sponsorship agreements that are NOT included in the identified gross corporate sponsorship revenues. (i.e., if the value of the tickets included in an agreement is not deducted from the gross revenues, this number should be \$0).

- a) Tickets
 - 46 tix - For each ticketed event at the TMC, excluding NFR and professional boxing**
 - 08 tix - For each ticketed event at SBS**
 - 12 tix - For each ticketed event at the COX**
 - 08 tix - For professional boxing**
 - 18 tix - For each day of NFR**
 - 4 Club Seats Las Vegas Bowl**
 - 72 Club Seats at SBS for Football**
 - 106 Football season tickets**
 - 116 Men's Basketball season tickets**
- b) Suites
- c) Premium Parking
- d) Donations/Memberships
- e) Other Tickets (i.e., Conference Tournaments)
- f) Other

Travel and Entertainment:

- a) Airlines/Train
- b) Car Rental
- c) Hotel
- d) Entertainment/Sponsor Hospitality
- e) Meals
- f) Parking, Tolls, Mileage, Gas
- g) Cabs, Local Fares

Administrative:

Please identify all expenses or information tied to the personnel currently assigned to the corporate sponsorship and multi-media rights program including any University personnel expectations.

- a) Personnel: Please identify the number of people assigned to the project from the current multi-media rights provider as well as the titles and any compensation information if available.
This information can be found at <http://www.unlvrebels.com/school-bio/unlv-athdept.html>.
- b) Office Expenses: Please identify any expenses that the University either charges the current multi-media rights holder or provides at no cost per the terms of the agreement.
- c) Telephone
- d) Computer
- e) Postage & Delivery
- f) Office Supplies

UNLV does not have legal custody and/or maintain a record of all the above requested information. This is UNLV's current multi-media rights holder, IMG's information. Some information requested can be found on the attached copy of the UNLV Royalty Report for 7/01/13-6/30/14, 7/01/14-6/30/15, 7/1/15-6/30/16.

28. Please provide a detailed listing of all applicable multi-media inventory (signage, radio, print, digital, on-site marketing) both sold and available.

The RFP lists the facilities and the equipment. A walk-through of the Facilities was done to provide an overview of the inventory. The RFP details the available multi-media inventory.

29. Are any third party companies allowed to sell signage on behalf of the University? If so, can you detail what inventory this company(s) controls? Does the University receive any revenue/rights fees from this relationship?

UNLV Soccer and its facilities are an Excluded Property and those signage rights are available to be contracted with a third party or sold internally. At this time no agreement is in place. Outside of the CMedia Agreement, the Ad Media Contract, CBS, MWC or NCAA (as applicable), certain third party promoters or Special Event holders for the Event Venue(s), and any Excluded Properties, there are no third parties competitive to the selected multi-media rights holder that will have the opportunity to sell signage for UNLV athletic contemplated in this RFP. As a campus, UNLV has various agreements to sell advertising on various billboards, and with other entities to sell a variety of nonathletic related advertising/sponsorship inventory.

30. Does the Athletic Department currently utilize LED center court and/or baseline signage units during its home basketball games? **Yes**
- If so, does the University own the unit? **Yes**
 - Please provide the size of any units currently being utilized in this capacity.

The LED scorers table dimensions are 4ft 2inch tall and 46ft 9in wide.

31. Does the Athletic Department currently utilize LED arm stanchion signage during its home basketball games?

Yes

32. Is the cost of the identified promotional merchandise tied directly to sponsor agreements?

This question is vague. There are sponsorship agreements that specify certain game day giveaways, etc., but the cost is not always specified. A given sponsorship agreement may state whose responsibility it is to provide a particular item, or whether it is by mutual written agreement. See the contracts provided with this Addendum.

If so, does the sponsor agreement stipulate that the University is responsible for the cost of promo merchandise production?

This question is vague. The Contractor is responsible if it is a Pre-Existing Sponsorship Agreement and the Contractor assuming the rights under the specific sponsorship agreement is responsible for the cost of promo merchandise per the applicable agreement or Contractor is responsible for fulfilling any requirements per an Excluded Property as set forth in this RFP or the eventual Contract.

33. Are any third parties allowed to sell advertisements in the program (i.e. University Sports Publications)? **No**
- Are the programs currently sold? If so, for how much? **No**

b. Who currently distributes the programs? **UNLV Staff**

34. Who is the current flagship radio station and affiliates? **ESPN Radio** What are the terms of these agreements? Can you provide a copy of those agreements?

UNLV does not have legal custody and/or maintain a record of all the above requested information. This is UNLV's current multi-media rights holder, IMG's information. Any such agreement IMG must expire June 30, 2017.

35. Please provide a copy the CBSi Advanced Media agreement and/or terms of the current agreement.

A copy is attached to this Addendum.

36. In section V "Scope of Services - Signage", it references that is it the contractors responsibility to pay all expenses. Please provide detailed summary of these expenses.

Contractor is responsible for any signage cost attributable to Contractor in Pre-Existing Sponsorship Agreements, any permitted new agreements that Contractor enters into that has a signage component, or any new equipment Contractor purchases. Contractor is not responsible for any signage in Excluded Properties. UNLV doesn't have any estimates of these expenses.

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

The RFP does not allow these to be deducted from gross revenues. As stated in RFP, tickets, parking, suites that Contractor wants to package with sponsorship agreements need to be procured at the market rate. The going rates can be found at UNLVRebels.com or UNLVTickets.com. The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. At stated in the RFP, if Proposer takes exception to the Minimum Contract Terms (including the insurance requirements), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

38. How many staff members are designated to the management of the sponsorship program (selling and implementation)? Please provide titles for all individuals.

This information can be found at <http://www.unlvrebels.com/school-bio/unlv-athdept.html>.

39. Does the University plan to build or renovate any of its sports venues in the near future? If so, please provide detail of the venues and the timeline to start or complete any respective project of this nature.

With regards to the licensed properties, UNLV has no such plans. There are city-wide discussions to have a stadium built in the Las Vegas metro area that UNLV might have access to, but not ownership and control of, but if it was built, it wouldn't be built earlier than 2021.

40. Do the current University athletic facilities host any major events that do not include the Athletic Department's sport teams? (i.e. High School Championships, Concerts, Commencements)

Yes. The RFP noted that non-athletic events have an average annual attendance of \$1,075,000 over the past five years. Information on non-athletic events can be found at <http://www.thomasandmack.com>.

41. May the Contractor submit its own proposed form of contract?
a. If so, can the 50 page limit for the RFP response exclude the Contractors own proposed form of contract?

The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. As stated in the RFP, if Proposer takes exception to the Minimum Contract Terms (including the insurance requirements), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response. If a Proposer supplies its own contract, it must also note any specific exceptions to UNLV's Minimum Contract Terms. The 50 page limit would not apply to any such contract.

42. May the 50 page limit of the RFP response include double sided paper?

Yes

43. On page 7 of the RFP "Qualifications of Proposer" it indicates that Contractor should restate each of the items listed below and provide their response immediately thereafter. May the Contractor abbreviate these items or reference the item number (i.e. 1a, 1b, 1c. etc) instead?

Yes

44. Is it required that the prospective rights holder include a guaranteed amount of Annual Compensation in its proposal response or may it advance an alternative financial structure that may be more beneficial to the University?

Yes, the Proposer must include a guaranteed annual compensation amount in its Proposal. An alternative financial structure may be provided on the Pricing Response Form, in addition to the guaranteed annual compensation. UNLV will select the choice best suiting its needs. However, any Proposer that fails to include a guaranteed annual compensation amount in its Proposal will be disqualified.

45. Given the tight timeline proposed would the University consider extending the deadline for proposals so the bidder has adequate time to compile a fully comprehensive proposal based upon the responses provided by the University?

No

46. Failure to Furnish at Specified Price, page 13: Does this section mean that if the Proposer does not submit a bid that matches the payments identified on page 19 that the Proposer will be eliminated from the process?

No. This is not the meaning. If the Contractor enters into a Contract with UNLV and fails pay the guaranteed annual compensation amount in accordance with the Contract, the

Contractor may be penalized or barred from doing business with UNLV as described in that section.

47. Section D, pages 18/19: Is this approval process similar to current practice or is UNLV requesting additional approval procedures moving forward?

Like the current IMG Multi-Media Rights Holder Agreement, UNLV's prior approval is required. See the attached IMG Multi-Media Rights Holder Agreement. More detail regarding approval will be spelled out in a Contract using language identical or similar to the language set forth in the RFP.

48. Excluded Categories, page 20:

- a) Please confirm whether or not UNLV intends to allow the rightsholder to sell advertising/sponsorships on the digital marquee similar to current practice.

The Ad Media Contract is an Excluded Property. However, per this Addendum, UNLV is revising the Pricing Response Form to allow Proposers to propose an optional additional amount (on top of the guaranteed annual rights fee) to step into the shoes of the current multi-media rights holder (IMG, formerly known as International Sports Property) in terms of the Ad Media Contract (this Addendum also provides a similar optional proposal line for another Excluded Property, the Boyd Gaming Sponsorship Agreement). If UNLV accepts a i) particular Proposal as well as ii) any optional additional fee proposed for the Ad Media Contract, UNLV would still continue to receive 20% of any ad content on the Marquee and any other benefits allocated to UNLV per the Ad Media Content. See the attached revised Pricing Response Form. Please note that UNLV reserves the right to accept a particular Proposal, but to not accept certain optional item proposed. If an optional amount for the Ad Media Contract is not proposed or is not accepted, the Ad Media Contract shall remain an Excluded Property.

- b) Please confirm whether or not UNLV intends to manage the Cox contract internally with no revenue going to the rightsholder.

The Cox Sponsorship Agreement (as described in the Cox LOI) is an Excluded Property. UNLV receives no monetary compensation under this agreement, and no revenue would go to the selected multi-media rights holder.

- c) If mutually agreed upon by both parties the consideration and execution for the contract could be assigned to the Contractor.

No. The compensation is \$5.6 million in Wi-Fi equipment for the University which also requires certain monetary payments by UNLV. There is no cash compensation paid to UNLV per the new Cox Sponsorship Agreement (as described in the Cox LOI).

- d) Please clarify how management of the Boyd Gaming and T-Mobile agreements will change from current practice. Combined, these claw backs could total over \$750,000 annually to the rightsholder.

The Boyd gaming Sponsorship Agreement and the T-Mobile Agreement are Excluded Properties for this RFP. Based on the numbers UNLV has, UNLV does not agree with your valuation of a \$750,000 annual reduction compared to what UNLV's current multi-media rights holder receives annually under these two contracts.

- e) If mutually agreed upon by both parties the consideration and execution for the contract could be assigned to the Contractor: however, if an agreement between both

parties cannot be executed then the execution of the contracts will be the responsibility of UNLV and all consideration will be retained by UNLV.

The Boyd Gaming Sponsorship Agreement and the T-Mobile Agreement are Excluded Properties. However, per this Addendum, UNLV is revising the Pricing Response Form to allow Proposers to propose an optional additional amount (on top of the guaranteed annual rights fee) the Boyd Gaming Sponsorship Agreement). See the attached revised Pricing Response Form. Please note that UNLV reserves the right to accept a particular Proposal, but to not accept certain optional item proposed. If an optional amount for the Boyd Gaming Sponsorship Agreement is not proposed or is not accepted, the Boyd Gaming Sponsorship Agreement shall remain an Excluded Property.

49. Promotional /Collateral Materials, page 23: Is UNLV asking the Proposer to pay for additional materials on top of what is currently being produced by the rightsholder? If so, please detail the differences.

UNLV cannot provide a comparative analysis, but the items required on page 23 of the RFP are not dissimilar from the IMG Multi-Media Rights Holder Agreement. Please compare the requirements on page 23 with the IMG Multi-Media Rights Holder Agreement for a complete analysis.

50. **Scope of Services – Signage, page 25:** It states that video production is currently produced by UNLV employees but that these costs will be the responsibility of the Contractor moving forward. What do you anticipate these costs to be for the Contractor?

As stated in the RFP game production is approximately \$5,000 per game, but the Contractor would only be charged actual costs on a pass-thru basis so the cost could be less. If Proposer takes exception to the Minimum Contract Terms (including the insurance requirements), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

51. Event Venue Signage, page 25: Please confirm that the "game production" expense is a new expense and not currently the responsibility of the rightsholder (\$5,000 per basketball game and \$7,500 per football game totaling over \$135,000 annually).

UNLV cannot provide a comparative analysis. Please compare any requirements set forth in this RFP to the current attached IMG Multi-Media Rights Agreement.

52. Special Event Rights, page 27/28: Currently a Promoter cannot cover static signage during special events. Is UNLV stating that this practice will change moving forward? Numerous current partners pay for this access.

The RFP addresses static signage during Special Events on page 28 of the RFP. There are a few rare events during which UNLV cannot control all signage, and the Contractor should at most only agree to make best efforts in such situations or carve such situations out of any sponsorship agreements. UNLV cannot provide a comparative analysis of this RFP and the current IMG Multi-Media Rights Agreement, but there is language in the IMG Multi-Media Rights Agreement that addresses such situation, including the language on page 3 of that Agreement:

advertising and signage available or developed therein. Licensee acknowledges that there may be certain special events (such as the NBA All-Star game, Mountain West Tournament) that UNLV does not own all available signage rights and cannot grant such rights to Licensee; however, UNLV will use best efforts to protect signage rights at all events.

53. Resources Available to Proposer, page 28:

- a) Please confirm the number of spots moving forward that are available to the Contractor on chartered flights.

Based on availability. None are guaranteed, but any request will be considered.

- b) Please provide the price of the suites referenced in this section.

Per the RFP, a suite could be provided to the selected Contractor at the market rate. The current suite availability and approximate market rates are as follows:

Suites at Thomas & Mack are available for licensed use and range from \$65,000 per year for a small suite to \$140,000 for a large suite annually. Sam Boyd Stadium suites are available for licensed use for \$65,000 annually.

- c) Please confirm that the tickets that are currently provided at no cost to the rights-holder will now need to be purchased moving forward. If they will not be provided at no cost then please provide the cost for such tickets.

The ticket price varies on event by event basis. Pricing can be found at either UNLVRebels.com and/or Thomasandmack.com. As set forth in the RFP, the Proposer may note any exceptions to the RFP.

54. Official Website, page 24: When does the current CBS digital contract expire and what are streaming guidelines instituted by the conference?

See an attached copy of the CBS Sports Digital Terms Agreement. Proposers can research and review any streaming guidelines required by the NCAA or MWC.

55. Ticket Backs: Will the Contractor still have access to sell ticket backs on tickets sold at UNLVTickets.com.

Yes, on the day to day ticket stock provided on UNLV ticket stock. The only exception will be if the ticket is printed on non-UNLV ticket stock in a rare instance in which a promoter for a non-athletic event has a special need, such as a commemorative ticket.

56. Please confirm that UNLV requests 1 original, 3 copies, 1 electronic copy and only 1 Pricing Response Form to be submitted

1 original hard copy with 3 electronic copies of each document required. Pricing response to be submitted in a separate sealed envelope

57. Please confirm that the Proposer does not need to sign the contract in Exhibit B.

This is a sample for reference only, but our expectation is the Contractor will sign a UNLV generated Contract. Exhibit B does not need to be signed, but any exceptions to the Minimum Contract Terms should be noted in accordance with the RFP.

58. Section 16, Page 14: Do the Proposers need to respond to anything related to this section? It states it is for Proposers purchasing goods which is not applicable to this RFP.

Not applicable

59. Submission: Do the proposal responses need to be submitted in a binder or can they be binded with coils?

Any binding is sufficient

60. **RFP Response Format:** Page 7 indicates that our response must be in the following order with questions listed first and then our response immediately thereafter: Qualifications of Proposer Section, Proposed Approach Section, References Section, Pricing Section – as indicated in the RFP from pages 7 to 10.

- Please confirm this order and format is correct.

Yes, but you may reference section and provide and answer. You do not have to restate the question.

- Section 4 – Pricing on page 10 states that the Pricing Response Form should be in this section. Elsewhere in the RFP it states that the Pricing Response Form must be attached under separate cover. Please clarify where the Pricing Response Form should be located and how many copies you would like to receive of the Pricing Response Form.

Pricing response form should be submitted in a separate sealed envelope.

- Please clarify what goes in the “Pricing” tab if the Pricing Response Form is to be submitted in a separate envelop.

Please reference “See submission provided separately”.

61. Should we register as a supplier prior to notification of award (should we be selected) or do we wait to register until after award?

Either is acceptable.

62. Section A (Appropriations) on page 36: Is this section applicable to the RFP? It appears to be a purchasing provision applicable for RFPs related to the purchase of goods.

It is most likely not applicable to the resulting Contract. However, UNLV is required to have this language in its Contract.

62. Section N (Termination for Convenience) on page 39: Is UNLV open to discussing the Termination for Convenience clause since the Contractor will be making significant financial investments during the start-up phase of this agreement?

Yes. Please note any exceptions to the RFP, and if there is a specific buy-out or early termination clause your Company proposes.

63. Section P (Use of University Name and/or Logo in Advertising) on page 39: Please confirm that the Contractor will be granted the right to use and sublicense the marks to sponsors and other third parties (e.g., radio affiliates, etc.) to promote their association with UNLV athletics.

Yes, but Contractor shall be responsible for any sublicenses.

64. Section S (Joinder) on page 41: Is this section applicable to the RFP? It appears to be a purchasing provision applicable for RFPs related to the purchase of goods.

It is most likely inapplicable.

65. Please remove Section E Pricing Response Form and replace with the revised Section E attached.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS OF THIS INVITATION TO BID REMAIN THE SAME.