

Multi-Media Rights Marketing

UNM invites interested parties to submit a Proposal to UNM from qualified contractors to market UNM's multi-media rights for intercollegiate athletics programs and certain UNM athletic events.

Open	2/6/2019 12:00 AM MDT	Type	Request for Proposal
Close	3/7/2019 2:00 PM MDT	Number	RFP-2084-19
		Currency	US Dollar
Sealed Until	3/7/2019 2:00 PM MDT		

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Commodity Codes

Commodity Code	Description
4000	Athletic Game Guarantees


Description

UNM invites interested parties to submit a Proposal to UNM from qualified contractors to market UNM's multi-media rights for intercollegiate athletics programs and certain UNM athletic and special events/entertainment entities. The plan will include such elements as radio broadcasts, television shows (live, delayed, pay-per-view and coach-related), corporate sponsorships of athletic and entertainment facilities, on-premise marketing to include but not be limited to signage, video and message board advertising, athletic event promotions, and athletic game/event sponsorships, subject to certain exclusions and limitations.

Reference scope of work under buyer attachments for additional description of services.

 Required to View Event

Prerequisites

 Required to Enter Bid

- ★ 1. Please review and accept the attached insurance requirements:
- ★ 2. Please sign and upload a copy of the attached Conflict of Interest Form.
- 3. Please identify your authorized representative point of contact name, phone and email.

Buyer Attachments

1. [Instructions to Offerors](#)
2. [Terms and Conditions](#)
3. [Scope of Work](#)
4. [Evaluation Criteria](#)
5. [Pricing Response Form](#)
6. [Amendment 1](#)

Questions

 Required Questions

- Group 1.1: Qualifications of Proposer - 25 Possible Points**
- 1.1.1 Please upload your response here for qualifications of proposer in accordance with the evaluation criteria listed under buyer attachments. ★
- Group 1.2: Proposed Approach - 25 possible points**
- 1.2.1 Please upload your response here for proposed approach in accordance with the evaluation criteria listed under buyer attachments. ★
- Group 1.3: References - 10 Possible Points**
- 1.3.1 Please upload here your response for references in accordance with the evaluation criteria listed under buyer attachments. ★
- Group 1.4: Pricing Response -40 Possible Points**
- 1.4.1 Please upload here your response for pricing in accordance with the evaluation criteria listed under buyer attachments. ★
- Group 1.5: Additional Information**
- 1.5.1 Please upload any additional information here.
- 2.1.1 Please attach a copy of your NM Residential Certification here to be eligible for the 5% preference ★
- 2.1.2 Please complete the attached document if your organization is eligible for Resident Veterans Certification and upload here. ★
- 2.1.3 Please complete the attached document for Small and Small Disadvantage Business Certification and attach here. ★

Product Line Items★ Product Line Items

There are no Items added to this event.

Service Line Items★ Service Line Items

There are no Items added to this event.

INSTRUCTIONS TO OFFERORS

1. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are “equal to” and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The University reserves the right to make the final determination as to whether or not an alternate offer is equal. It is the Offeror’s responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
2. **AMENDMENT ACKNOWLEDGEMENT.** By submitting an Offer you acknowledge you have reviewed all Buyer Attachments, Q&A Board posts, and amendment changes and you are familiar with all of the conditions surrounding the described materials, labor, and/or services. Offeror hereby agrees to furnish all labor, materials, and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at prices stated within the Offer.
3. **AWARD INFORMATION.** Award information will be posted electronically on the UNM Purchasing Department web site: <http://purchase.unm.edu/information-for-suppliers/bids-and-proposals.html>
4. **CANCELLATION.** The University reserves the right to cancel without penalty, this RFP, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
5. **CASH DISCOUNTS.** The University will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
6. **CLARIFICATIONS.** Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Contract shown on this RFP. All clarification questions should be submitted through the Q&A Board. Clarifications must be in writing and answers posted on the Q&A Board are considered as part of this RFP.
7. **MODIFICATIONS.** Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.
8. **OFFER SUBMITTAL.** Offers must be submitted to the UNM Supplier Portal sourcing system. Hand delivered, mailed, or emailed responses may be rejected.
9. **PERIOD FOR OFFER ACCEPTANCE.** Offeror agrees that any offer made submitted will be good for a period of ninety (90)-calendar days; an additional time period may be requested in the RFP Scope of Work.

10. PUBLIC INFORMATION. All information, except that classified as confidential, will become public information at the time that the RFP is awarded. As a state institution, UNM is subject to the NM Inspection of Public Records Act (IPRA), so unless there is an exception under the law, documents in the University's possession are subject to review by any member of the public. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNM Purchasing Regulations 11.6.3.)

11. REJECTION OF OFFERS. The University reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the University.

12. RIGHT TO WAIVE MINOR IRREGULARITIES. The selection committee reserves the right to waive minor irregularities. The selection committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the selection committee.

13. TAXES. The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/>.

14. WITHDRAWAL OF OFFERS. Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the submittal due date and time. Offerors requiring bid security will result in forfeiture of the bid security if the offer is withdrawn following the opening.

15. **RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION.** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department. *In addition, the "Resident Veteran Preference Certification" form must filled out, signed and accompany any RFP from any business wishing to receive a resident veteran's preference.*

REQUEST FOR PROPOSAL (RFP) STANDARD TERMS AND CONDITIONS

Note: This document includes the Purchase Order Terms and Conditions as indicated by a preceding double asterisk (**).

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The terms, conditions and specifications contained in this RFP along with any attachments and the Offerors' response may be incorporated into any Purchase Order/ Agreement issued as a result of this RFP, including any addenda. UNM reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offerors' proposal may be incorporated into the Contract. Should an Offeror object to any of the UNM Standard Terms and Conditions the Offeror must propose specific alternative language that would be acceptable to UNM. General references to the Offerors' terms and conditions or attempts at complete substitutions are not acceptable to UNM and will result in disqualification of the Offerors' proposal. Offerors' must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any proposed changes to the terms and conditions attached to this RFP must be stated in Offerors' proposal in a Section marked "TERMS AND CONDITIONS". Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by UNM at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract will be ineffective and inapplicable.

UNM reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNM. Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNM and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

An Awardee of a Price Agreement established with UNM may have the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1. ****ACCEPTANCE AND REJECTION.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University is entitled to revoke acceptance of them the University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. ****ASSIGNMENT.** Any resultant Purchase Order/Agreement may be assignable by the University. Except as to any payment due hereunder, any resultant Purchase Order/Agreement shall not be assignable by Seller without written approval from the University.
3. **CANCELLATION:** The University reserves the right to cancel, without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.
4. ****CHANGES.** The University may make changes within the general scope of any resultant Purchase Order/Agreement by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of a resultant Purchase Order/Agreement, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order/Agreement as changed hereunder.
5. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after an award can only be made if agreed to in writing by the University.
6. ****CONFLICT OF INTEREST.** Seller shall disclose to the University Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the University Purchasing Department.
7. **CONFLICT OF INTEREST FORM:** Offeror is required to sign the attached SUPPLIER CONFLICT OF INTEREST AND DEBARMENT AND SUSPENSION CERTIFICATION FORM. Failure to provide the University with a completed Conflict of Interest Form may result in the offer being considered non-responsive.
8. **COST ANALYSIS/BREAKDOWN REQUIRED:** A cost analysis or breakdown of the offered cost may be required to be submitted with your response. The cost analysis information may be marked as confidential information if it includes information considered to be proprietary to your operation. The total offered cost will not be considered confidential. UNM Purchasing Regulations 11.6.3.
9. **DAMAGE AND SECURITY OF UNM PROPERTY.** The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless UNM against any and all loss, cost, damage, claims, expense or liability in connection

with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.

10. **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until the University awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated a proprietary or confidential information.

If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the University shall examine the Seller's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

11. ****DISCOUNTS.** If prompt payment discounts apply to any resultant Purchase Order/Agreement, any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice has been received by the University's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

12. ****ECCN REPORTING REQUIREMENT.** Seller acknowledges that providing goods and services under any resultant Purchase Order/Agreement is subject to compliance with all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"). Seller agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Seller shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to UNM without prior written notice. In the event that UNM agrees to receive such export-controlled information, equipment or materials, Seller shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation to: ECCN@UNM.EDU.

13. ****ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS.** Each party represents that neither it nor any of its management or any other employees or independent contractors or Principals as defined in CFR Section 180.995 who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and

independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

14. ****EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing or providing the services and goods required under a resultant Purchase Order/Agreement, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

15. ****EXPENSE REIMBURSEMENT.** Per IRS requirements, reimbursements to independent contractors for travel, entertainment or gift expenses must be included in income if an adequate accounting is not provided. For the purposes of this requirement, the University considers requests for reimbursement of these expenses to have not been adequately accounted (billed to the University) if the accounting is not received by the University within one hundred eighty (180) calendar days of when the independent contractor incurred the expense. For any such expenses reimbursed by the University, in which an adequate accounting as described above was not received, the independent contractor will be issued a 1099-MISC, provided the total amount of such reimbursements, combined with any other 1099-reportable payments issued to the independent contractor, exceed the published 1099 reporting threshold for the calendar year in which the payment was made.

16. ****F.O.B.** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the University's designated campus address.

17. ****FOREIGN PAYMENTS.** Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.

18. ****GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/Agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

19. ****INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, sub-contractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the University. Seller shall indemnify, defend and hold harmless the University, its officers, agents, and employees from any and all

liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the University against any joint and several liabilities imposed against the University with respect to strict products liability claims attributable to the fault of the Seller.

Seller agrees that it and its sub-contractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under a resultant Purchase Order/Agreement on premises occupied by or under the control of the University. The liability of the University will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended."

20. ****INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under any resultant Purchase Order/Agreement. Seller further declares that it is engaged in the same or similar activities for other clients and that the University is not Seller's sole or only client or customer.

21. ****INSPECTION.** The University may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of any resultant Purchase Order/Agreement. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

22. ****INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Purchase Order/Agreement or its attachments.

23. **INSURANCE REQUIREMENTS:** The Seller is required to carry insurance that meets the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an agreement. Insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This RFP Number must appear on the Certificate of Insurance.

24. **MERGER.** The contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.

25. **OPTION TO RENW.** The University reserves the option to renew a resultant contract if such renewal is mutually agreed to and found to be in the best interest of the University. Renewal options will be exercised in one year increments and in accordance with 13-1-150 NMSA, 1978.

26. **OSHA REGULATIONS.** The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold UNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

27. ****OTHER APPLICABLE LAWS.** Any provision required to be included in a resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

28. ****OWNERSHIP OF DOCUMENTS.** All documents which are prepared by the Seller or any member of the consulting team that form a part of its services under a resultant Purchase Order//Agreement are the sole property of the University of New Mexico and such works may not be reproduced nor distributed without the express written consent of the University of New Mexico and shall be delivered to UNM upon termination and or completion of this Purchase Order/Agreement if UNM so requests. The Seller shall be responsible for the protection and/or replacement of any original documents in its possession. UNM shall receive all original drawings and the Seller shall retain a reproducible copy.

Work Made for Hire - For the consideration payable under a resultant Purchase Order/Agreement, the work product required by the Purchase Order/Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UNM shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to UNM and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Purchase Order/Agreement to UNM.

Inventions. For the consideration payable under a resultant Purchase Order/Agreement, the Seller agrees to report any invention arising out of the Work required by the Purchase Order/Agreement to UNM. UNM shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Seller or member of the consulting team as part of the performance of Work. The Seller hereby assigns all right, title and interest in and to inventions made in the course of the Work to UNM and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

Seller shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Purchase Order/Agreement to UNM.

Survival of Provision. This provision shall survive expiration and termination of the Purchase Order/Agreement.

29. ****PATENT AND COPYRIGHT INDEMNITY.** Seller shall indemnify, defend and hold harmless the University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

30. ****PAYMENT TERMS.** Upon written request from Seller for payment, the University shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

31. ****PAYROLL OR EMPLOYMENT TAXES.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

32. ****PENALTIES.** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

33. ****PROTECTION OF CONFIDENTIAL DATA.** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider.

Acknowledgment of Access to CDI: Service Provider acknowledges that the Purchase Order/Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Purchase Order/Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

Return or Destruction of CDI: upon termination, cancellation, expiration or other conclusion of the Purchase Order/Agreement. Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all sub-contractors used by Service Provider.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this Purchase Order/Agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

Indemnity: Service Provider shall defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Purchase Order/Agreement.

Note: Inclusion of data by students into the terms of the contract will depend upon the contract and may not be needed."

34. ****PURCHASE ORDER/AGREEMENT.** Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement, or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.

35. **RELEASE UNM REGENTS.** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind the University of New Mexico or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.

36. **RETENTION OF RECORDS.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by the University of New Mexico, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.

37. **RIGHT TO PROTEST:** The solicitation or the award of an RFP may be protested as per the UNM Purchasing Department's Regulation 11, Protest Procedures, which may be found at the following UNM web site: <http://www.unm.edu/~purch/policies.html>.

38. **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

39. ****SELLER'S EMPLOYEES AND AGENTS.** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of any resultant Purchase Order/Agreement.

40. ****TERMINATION AND DELAYS.** The University may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of any resultant Purchase Order/Agreement provided compensation hereunder shall in no event exceed the total contracted price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The University shall not be liable for consequential damages. The University may by written notice terminate any resultant Purchase Order/Agreement in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages. If after notice of termination, the University determines Seller was not in default, or if Seller's default is due to

failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under a resultant Purchase Order/Agreement as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

41. ****TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order/Agreement is subject to termination for failure to deliver on time.

42. **WAIVER.** The Contract shall contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.

43. ****WORKERS COMPENSATION.** No workers compensation insurance has been or will be obtained by UNM on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

****GRAMM-LEACH-BLILEY ACT.**

Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, the University of New Mexico ("University") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of the University. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of the University, implement appropriate security measures to protect confidential Customer Information of the University.

Service Provider shall not use or disclose covered data and information received from or created on behalf of the University except as permitted or required by this Purchase Order/Agreement, as required by law, or as otherwise authorized in writing by the University. Upon becoming aware of a security breach in which University Customer Information is used or disclosed in a manner not authorized or covered by this Purchase Order/Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to the University any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by the University and required by law.

Upon termination, cancellation, expiration or other conclusion of this Purchase Order/Agreement, Service Provider shall return to the University covered Customer Information

and data unless the University requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Purchase Order/Agreement. Within such 30 day period, Service Provider shall certify in writing to the University that such return or destruction has been completed. To the extent return or destruction is not feasible; this Purchase Order/Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines “financial institution” as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including “making, acquiring, brokering, or servicing loans” and “collection agency services”. Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that the University has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by the University to the Service Provider or

which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Purchase Order/Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider’s own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Purchase Order/Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of the University."

SECTION A INTRODUCTION

1. PURPOSE OF REQUEST

UNM invites interested parties to submit a Proposal to UNM from qualified contractors to market UNM's multi-media rights for intercollegiate athletics programs and certain UNM athletic and special events/entertainment entities. The plan will include such elements as radio broadcasts, television shows (live, delayed, pay-per-view and coach-related), corporate sponsorships of athletic and entertainment facilities, on-premise marketing to include but not be limited to signage, video and message board advertising, athletic event promotions, and athletic game/event sponsorships, subject to certain exclusions and limitations.

The licensed assets will also include the rights to produce, publish, distribute and vend programs for all UNM athletic programs and possibly some Special Events (defined below), provided the rights are available. Most Special Event rights remain the property of the event/promoter and will not be available for the Proposer. Proposer may secure the rights to secure sponsorships, endorsements, promotions and advertisers for all team schedule cards, posters, calendars and books as well as a percentage of the official UNM athletics website as outlined in this Request for Proposal ("**RFP**"). This RFP is part of a competitive procurement process, which helps to serve the University's best interest. It also provides Proposers with a fair opportunity for their services to be considered.

2. THE UNIVERSITY OF NEW MEXICO

Founded in 1889 as New Mexico's flagship institution, The University of New Mexico now occupies nearly 800 acres near old Route 66 in the heart of Albuquerque, a metropolitan area of more than 500,000 people. From the magnificent mesas to the west, past the banks of the historic Rio Grande to the Sandia Mountains to the east, Albuquerque is a blend of culture and cuisine, styles and stories, people, pursuits and panoramas.

Offering a distinctive campus environment with a Pueblo Revival architectural theme, the campus buildings echo nearby Pueblo Indian villages. The nationally recognized campus arboretum and the popular duck pond offer an outstanding botanical experience in the midst of one of New Mexico's great public open spaces. UNM is a place where cutting-edge research and creative endeavors flourish. UNM research injects millions of dollars into New Mexico's economy, funds new advancements in healthcare, and augments teaching – giving students valuable hands-on training in state-of-the art laboratories.

The Health Sciences Center is the state's largest integrated health care treatment, research and education organization. U.S. News and World Report's 2015 edition of "America's Best Graduate Schools" ranks the UNM School of Medicine 40th in primary care and 83rd in research, while specific areas also rank again among the top 10 – rural medicine, second, and family medicine, ninth. Additionally, in health disciplines, UNM's nursing/midwifery program is ranked fifth. UNM School of Law is ranked 72th, while ranking ninth in clinical training. UNM College of Fine Arts is ranked 53rd, with its photography program ranked fifth in the nation. The engineering program is ranked 87th nationally, with electrical engineering coming in at 53rd, and Chemical Engineering ranking at 58th.

UNM is the only Hispanic-Serving Institution in the U.S. that is also classified a Carnegie Research University with Very High Activity. Recently, Hispanic Business Magazine ranked four University schools among the top 10. The list included: UNM School of Law, seventh; UNM Anderson School of Management, fourth; UNM School of Medicine, seventh; and the UNM School of Engineering, sixth.

Among the University's outstanding research units are the Center for Advanced Research Computing, Cancer Center, New Mexico Engineering Research Institute, Center for High Technology Materials, Design Planning Assistance Center, and the Mind Research Network.

SECTION B **SCOPE OF WORK/SPECIFICATIONS**

I. INTRODUCTION

The University of New Mexico, a public 501c(3) corporation, seeks an experienced contractor(s) to license certain UNM multi-media rights and assets and provide and implement a strategic multi-media rights plan (“**Multi-Media Rights Plan(s)**”) for UNM’s Athletic Facilities to include UNM Football Stadium (Dreamstyle Stadium), The Pit (Dreamstyle Arena), UNM Baseball Stadium (Santa Ana Star Field), UNM Soccer and Track Facility, Softball Facility, Tennis Complex, Volleyball Gym and Swimming and Diving Complex at Johnson Gymnasium and surrounding parking lots on south campus to maximize revenue and enhance fans’ experience.

The plan will be comprised of advertising inventory as part of radio and television broadcasts for athletic contests, in-venue permanent and digital signage, external permanent and digital signage, video features, promotions, hospitality, official athletics websites, game programs, posters, social media/ digital media, and schedule cards.

The Contractor shall have the rights to work in conjunction with the UNM to develop comprehensive commercial marketing and corporate partner packages.

The Contractor will be required to implement and deliver a comprehensive and quality program with a national marketing presence and to create opportunities at all levels of marketing rights and sponsorships. The Contractor must, at all times, represent the best interests of and provide the most competitive compensation to UNM for the rights to commercially exploit the multi-media rights and assets licensed pursuant to any Contract resulting from this RFP.

As between Contractor and UNM, all radio, television, Internet and video broadcasts of UNM Athletics events and programming included in this RFP and any resulting Contract are and will remain the property of UNM and/or the property of the Mountain West Conference (MWC)/CBS Sports before, during, and after the Contract expires or is otherwise terminated. Any assets or multi-media rights are licensed to Contractor, rather than granted, and are licensed only to the extent and for the term agreed upon in the Contract.

All services provided as a result of this RFP and any resulting Contract must be in strict compliance with NCAA, Mountain West, and UNM rules and regulations, and New Mexico law. The Contractor must ensure all of its employees and agents are adequately instructed and knowledgeable of the applicable rules, statutes, and regulations applicable to the Contract and UNM assets licensed to Contractor.

After the Contractor is selected, any questions and / or concerns about compliance with any athletic rule(s) and regulation(s) in any way related to the UNM Athletics Programs should be immediately communicated to the Athletics Department Compliance Office.

UNM reserves the right to establish and change the schedule of any athletic or Special Event for any reason.

Unless specifically provided otherwise in writing by UNM, the Contractor will be obligated pursuant to the Contract to submit to UNM for approval all proposals before they are shared with potential clients/sponsors and all promotional content, announcements, advertisements, signage, and related marketing materials, prior to implementation. Before any Contractor may execute an agreement, a UNM representative must approve in writing all agreements acknowledging the components of the agreement are acceptable consistent with the RFP and Contract. Before approaching a longstanding UNM client on a new project, Contractor should discuss any proposal first with UNM. Contractor shall only be permitted to enter into third party agreements that are within the term of the Contract signed with UNM and only for the assets or multi-media rights licensed to Contractor in accordance with the Contract with UNM.

A member of the prestigious and highly competitive MW for most sports, the UNM Athletic Department has nine (7) intercollegiate sports for men and thirteen (11) for women at the NCAA Division I level. The men's basketball program is consistently one of the top attended collegiate sports in basketball.

Dreamstyle Arena (The Pit) is consistently rated among the highest attended facilities around the world for their respective sizes. Learfield is UNM's incumbent multi-media rights holder. Working together in a true cooperative arrangement, Learfield and UNM manage the corporate sponsorship program, jointly utilizing marketing and promotions personnel to structure and fulfill all sponsorships. Learfield is responsible for generating sponsorship revenue through the following media: radio, television (this is currently managed through the MW), signage (digital and static), certain Internet sales, in-venue video presentations, game day programs, posters, schedule cards, and corporate hospitality functions.

Based on historical pricing, the marketplace, and valuation of UNM multi-media rights, UNM would like to see a Proposal with a first year "guaranteed annual rights fee" and compensation that matches or exceeds the following:

A first year "guaranteed annual rights fee" of \$4,500,000, a "signage stipend" of \$500,000, and \$350,000 in trade/in-kind assets for the benefit of UNM Athletic Department from its selected multi-media rights holder. UNM would like to see Proposals that provide equivalent or better trade/in-kind assets for UNM Athletics. Proposers should indicate on the Pricing Response if it will allocate a certain amount of the licensed sponsorship assets for trade/in-kind, benefitting UNM, and signage stipends, and list any other compensation. Available inventory needed for UNM to maintain or increase its trade/in-kind agreements must be mutually agreed upon.

Most existing signage and sponsorship contractual relationships are with Learfield and Contractor will be required to honor the following existing sponsorship and signage agreements until the expiration/and or termination of such agreements.

The following properties and agreements are excluded from the Multi-Media Rights Contract: UNM's Pouring Rights Agreement with Pepsi (and any replacement pouring rights contract); the Nike Contract

(and any replacement contract(s) for athletic apparel, shoes, fitness trackers, and equipment); the Learfield Licensing Partners Contract (and any replacement contract for licensing UNM merchandise); any athletic apparel or footwear sponsorship agreements (e.g., swimming, baseball, softball, etc.); any UNM building naming rights; concession or catering activities (any food and beverage activities need to be approved by the Food and Beverage Director and/or UNM Athletics); and any Special Event Ticket inventory; any assets, facilities, or developments other than the Event Venue(s) listed in the Scope or explicitly set forth in the Contract are excluded (collectively, “**Excluded Properties**” or “**Excluded Agreements**”). If there is a category of assets that is primarily licensed to the Contractor, but UNM holds backs a certain quantity for its own uses and/or to comply with Excluded Agreements, those assets are referred to as “**Reserved Assets.**”

Contractor must ensure that any agreements it enters into as UNM’s Multi-Media Contractor must comport with both Pre-Existing Sponsorship Agreements and any Excluded Properties, including any category exclusivity considerations. Upon executing a Contract with UNM, upon request the Contractor will be provided with copies of any applicable Pre-Existing Sponsorship Agreements.

Any sponsorship agreements the Multi-Media Contractor enters into, must be approved by UNM, and must be limited to the scope of the Contractor’s authority (e.g., the sponsorship term should not exceed the term of Contractor’s Contract with UNM or include Excluded Properties). If a given Pre-Existing Sponsorship Agreement requires any UNM collateral (e.g., suites, tickets, etc.), the Contractor must purchase such collateral from UNM at the market rate.

Proposer shall be given the opportunity to inspect current equipment/signage and facilities used for sponsorship and advertising and make recommendations for new and upgraded equipment in its Multi-Media Rights Plan/Proposal.

II. GOALS OF THE UNIVERSITY

UNM expects to enter into a Contract through which its Multi-Media Rights Plan will be developed and implemented in the best interests of the University so as to maximize revenues and program effectiveness. Various exclusive rights will be licensed to allow the Contractor to create its own service that develops, promotes, and provides for broadcast, distribution, and promotion of the radio and television (if applicable) programming, corporate sponsorships, signage, Internet presence, program distribution, and related promotions and broadcasts.

Contractor staff members will be expected to attend appropriate staff meetings and other group functions. It is imperative for the selected Contractor to understand and place UNM goals and objectives at the forefront of its operational plan on a daily basis.

UNM requires the Contractor’s Multi-Media Rights Plan to be professional, reliable, innovative, exciting, responsive, and specific to the needs of UNM.

A factor in UNM’s decision to enter into the Contract contemplated by this RFP is the receipt of payments and revenue that do not result in the incurrence of any unrelated business income and/or any unrelated business income tax assessable against UNM pursuant to the applicable provisions of the Internal Revenue Code. Any activity and/or other conduct by the Contractor that triggers or otherwise causes such payments and revenue to be taxable as unrelated business income, is inconsistent with the purpose of this RFP and any resulting Contract. Any agreements Contractor enters into on UNM’s behalf

must comply with the requirements of 26 USC 513 or any other applicable law or regulations that qualify sponsorship payments to UNM as a “qualified sponsorship payments.”

UNM is committed to monitoring and maintaining its considerable goodwill, and all such uses of UNM marks and other licensed rights will be in the best interests of the UNM as solely determined by UNM. 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 UNM. Contractor must protect UNM's brand and the equity it stands for: honor, integrity, ethics, and legacy, which is important to not only our current students but to UNM'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 New Mexico.

In support of its mission and in an effort to develop and maximize marketing and sponsorship regarding Athletics multi-media rights, UNM seeks an experienced Contractor to provide a Multi-Media Rights Plan, including related goods and services.

III. SCOPE OF SERVICES – EVENT VENUE(S) FOR ATHLETICS AND SPECIAL EVENTS

- Dreamstyle Stadium (UNM Football Stadium) is home to the football team. The Stadium's seating capacity is 39,000. The facility also hosts concerts, shows, and other assemblies the most notable being the USA Sevens Rugby, Monster Jam World Finals, and the Supercross World Finals.

- Dreamstyle Arena (The Pit) is home to the men's and women's basketball team. The arena's seating capacity for basketball is 15,411. The facility also hosts concerts, shows, and other assemblies the most notable being the Professional Bull Riding (PBR) and the New Mexico State High School Basketball Tournament. Dreamstyle Stadium and Dreamstyle Arena have an average annual Special Event attendance of over 1,075,000 attendees within the past five (5) years.

- Santa Ana Star Field (UNM Baseball Stadium) is home to the baseball team and seats 1,500 fans.
- Softball Field is home to our women's softball team and seats 750 people.
- McKinnon Family Tennis Stadium is a 6-court facility that serves as home to the men's and women's tennis teams for outdoor matches. The facility seats approximately 500 fans.
- Soccer & Track & Field Stadium is home to our men's and women's track and cross-country teams along with women's soccer. Seating capacity of approximately 5,000.

For detailed descriptions and photographs of the specific UNM's Athletics facilities and Special Event Department facilities explicitly listed above (collectively, “**Event Venue(s)**”), please go to https://golobos.com/sports/2015/5/12/GEN_2014010136.aspx, and click on the applicable Event Venue(s) (please note that not all event venue(s) listed in on the webpage are included). Event venue(s) not explicitly listed above in this Section and that may be constructed after publication of this RFP are Excluded Properties.

IV. SCOPE OF SERVICES- UNM ATHLETIC MULTI-MEDIA RIGHTS

This Section only applies to the rights associated with UNM intercollegiate athletic events. It does not include any permanent facility signage, or rights to sponsorship and advertising during Special Events. UNM will require certain Reserved Assets in the Contract, such as space in game day programs, be reserved for either UNM's own promotion and/or to fulfill certain Existing and Excluded Agreement requirements.

1. Radio Broadcasts and Internet Rights UNM Athletic Events)

Any radio rights licensed to the Contractor shall apply to regular season UNM games (not controlled by a third-party promoter), and if it is an away game or UNM is designated as the Visiting Team, to the extent the radio rights are available in accordance with NCAA, MW or other applicable conference rules.

- UNM Football, Men's Basketball, Women's Basketball, and Radio Broadcast
 - i. Radio fees (live air time) for regular season football, men's basketball games, and women's basketball games will be responsibility of Contractor.
 - ii. Radio fees (live air time) for football, men's basketball, and women's basketball coach's shows will be responsibility of Contractor.
 - iii. Proposer will be required to fill any current radio agreement, if applicable.
 - iv. Broadcast talent for play-by-play, analyst, engineer and studio host per game and per coach's show will be responsibility of Contractor.
- Baseball total radio broadcast for 12-15 games.
- Announcer Approval – The play by play announcer, analyst, producer, engineer, statistician, spotter and in-studio host are approved by UNM. The costs for the foregoing shall be paid by Contractor.
- Travel – All travel expenses to be paid by Contractor. UNM will make reasonable efforts to include broadcast crew on charter flights at no cost to Contractor when applicable. All hotel, ground transportation and per diem costs will be the responsibility of Contractor.
- Promotions – UNM reserves the right to promote any of its games, Special Events, ticket sales, ticket promotions, and other related UNM activities without cost on any broadcast of any of its events at home or away. As part of its Reserved Assets, UNM also reserves the right without additional costs to utilize radio excerpts to promote its games, Special Events, ticket sales, ticket promotions, and other related UNM activities.
- UNM requires that the local Albuquerque based flagship radio station for Lobos football, men's basketball, and women's basketball provide UNM athletics with the following Reserved Assets: an annual minimum of 35 spots (:30 preferred) each week from August 1 through May 31 and 20 spots per week from June 1 through July 31 to promote UNM and its activities. At least 75% of the spots to be run between 6 am and 8 pm, M-F.
- Contractor will have the right to seek and negotiate agreements for a radio broadcast partner to serve as the UNM flagship station for games and coach's shows with the approval of UNM athletics.
- Satellite Radio – Rights have been obtained by CBS Digital through the MW.
- Internet/All-Access: Most of the Internet all-access audio/video rights have been obtained by the SideArm. The Contractor will work with UNM to maintain any category exclusivity integrity of sponsors in accordance with the SideArm Digital Agreement.
- Approval of Sponsors – UNM reserves the right to approve or disapprove of any sponsor/advertiser on its radio network, 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, UNM policies and its goodwill in the community, Existing Agreements, Excluded Agreements, and Reserved Assets.

2. Television (UNM Athletic Events)

- Most live and pay per view television rights for UNM athletic events are the property of the MW.
- Contractor at its cost, will have the right to seek and negotiate agreements for securing television coach's shows and other programming with approval of UNM and consistent with

- any applicable coach agreements.
- Approval of Sponsors – UNM reserves the right to approve or disapprove of any TV sponsor/advertiser included but not limited to, relationship to NCAA rules, university rules or exclusive agreements between UNM and its sponsors under Existing Agreements.

3. Official promotional/collateral materials for UNM Athletic Events:

- The following promotional materials are included in this RFP: License to produce and sell, at its own expense, advertising in schedule cards, schedule posters, team posters, roster cards, game programs, UNM Athletic ticket backs\ticket stuffers\ticket envelopes and at event giveaways at UNM athletic events, subject to approval by UNM.
- UNM currently produces a Game Time program for football, men’s basketball, and women’s basketball that has direct paid advertising, advertising included in sponsors packages, trade/in-kind deals and department/program development ads such as; Car Dealers program, summer camps, MWC TV-partners, Lobo Scholarship Fund (“**LSF**”), coach’s show, corporate sponsors recognition page, etc.
- Programs, or alternative format: Quantity: 60,000 printed for football and 60,000 printed for basketball. 80 pages, 5 1/2 X 8 1/2, 80 lb. glossy stock. Cost of production is responsibility of Contractor. Contractor must make available for sale at UNM home men’s basketball, women’s basketball, and football games, as many issues of such publications as is necessary to serve the crowds at games. An official UNM football game publication is produced for sale for each UNM home football game. This publication may take the form of either a game program or a game poster/roster card. An official UNM men’s basketball game publication is produced for sale for each UNM home men’s basketball game. An official UNM women’s basketball game publication is produced for sale for each UNM home women’s basketball game This publication may take the form of a game program or yearbook, and/or a game poster/roster card. If the publication is in the form of a yearbook and/or game program, no license is granted to the front cover and 50 all left-handed pages of the publication to which UNM reserves all rights except that Contractor may place sponsor recognition on front covers in a size up to 3” wide by 2” tall. If the publication is in the form of a game poster/roster card, no license is granted for the front cover, except that the Contractor may place sponsor recognition on the front covers in a size up to 3” wide by 2” tall. Contractor shall provide UNM with at least six (6) complimentary pages for every fifty (50) pages in the program for UNM’s needs. Placement of complimentary ads would be at Contractor’s discretion. Subject to UNM’s reservation of rights, Contractor controls the size of the publication. Contractor shall provide UNM at least 500 complimentary copies of each applicable publication issue as requested by UNM prior to each men football game, and at least fifty (50) complimentary copy of each applicable publication issue prior to each UNM’s men’s home basketball game. An official UNM sports publication may be produced at Contractor’s expense up to 24 times per year. The publication will consist of editorial copy produced by UNM 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 UNM 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 UNM at least four (4) complimentary pages for every fifty (50) pages in the publication.
- Athletic Ticket backs

- Athletic Ticket mailer inserts
- Athletic Ticket envelopes
- Athletic Sports calendars
- Athletic Fan's guide
- Athletic Media Backdrop
- Athletic Ball boy uniform sponsorship

4. At Event Impact at UNM Athletic Events:

- Product sampling, product and /or coupon distribution, in-game promotions, title and presenting sponsorships, fan fest areas, pre/halftime/post activities, concourse promotions and contests, except to the extent of a conflict with Existing Agreements or Excluded Agreements. Any food and beverage activities must be approved by the Food and Beverage Director with Levy Restaurants. The Contract will not include any concession or catering activities or rights.

5. Official Website/internet advertising and audio/video streaming for UNM Athletics:

- Per the SideArm Agreement, UNM's multi-media rights holder will pay \$7,500 and receive all advertising it sells on the official UNM website.
- Possibility to have Ad space on new ticketing platform. Will be very limited and is an element of inventory that will need to be discussed and negotiated.

6. Sports Marketing for UNM Athletic Events:

- UNM requests that each Proposer indicate in its Proposal how it will address the cooperative marketing and sales efforts with UNM athletics as it pertains to football, men and women's basketball and Olympic sports (e.g. Volleyball, women's soccer, track & field, softball and baseball). These sports have saleable inventory and the coordination, packaging and control of such inventory will need to determine in advance of awarding these rights.

V. SCOPE OF SERVICES – SIGNAGE

It is the goal of UNM to maximize sponsorship revenues through pre-produced features and in-game statistics sponsorships appearing on large screen video displays in athletics facilities. Contractor will have the right to market audio and video messages on the video displays located in Event Venue(s) for athletic events, as mutually agreed upon by UNM and the Contractor.

Promotions – UNM reserves the right to promote any of its games/athletic events, Special Events, ticket sales, ticket promotions, and other related UNM activities on any and all video and message boards without cost in order to meet institutional and contractual obligations for Excluded Agreements.

All video board (scoreboards for football and basketball) production is being done by UNM employees and with equipment owned by UNM. These costs are the responsibility of Contractor.

Temporary Arena and Stadium Signs:

The Contractor will have the licensed right to display signage with sponsors' names and logos (banners) during designated Athletics Events in designated Athletic Facilities except to the extent there is a conflict with Existing Agreements and Excluded Agreements.

Event Venue(s) Signage:

Contractor will be responsible for the sale of all video board sponsorship and/or advertising inventory as outlined in the scope of this RFP, except for any allowances/Reserved Assets that need to make for UNM's Existing or Excluded Agreements. In addition to the signage inventory as a part of the available scope, the Contractor, will also be licensed the rights to propose new equipment at designated locations at UNM with the ability to package and sell sponsorship\advertising as approved by UNM. Any new equipment and/or upgrades would be paid for by Contractor but be the property of UNM. Contractor will be responsible for procurement, but be required to meet all applicable university/NSHE, local, state, and federal rules and regulations.

1. Dreamstyle Arena (Men's Basketball, approximately 17 home games) (Capacity-15,411) The

current expense of producing a game is ~\$5,500 which is the responsibility of Contractor.

- a. Complete LED Ring Beam is operated for each home men's and women's basketball games (average 17-20 games each per year).
- b. Endwall Boards
- c. LED boards on west floor and scorer's table
- d. Team Entry tarpaulin covers
- e. All wall mounted permanent signage except for directional signage for concession vendors
- f. Temporary Signage except for Reserved Assets
- g. Entry way signage
- h. Lobby displays
- i. Concourse displays
- j. Playing surface logo opportunities, mutually agreed upon locations
- k. Player stat boards
- l. Arena-level signage
- m. Kick plates
- n. Basketball goal pads and backboard supports
- o. Top of backboard
- p. Baseline table advertising panels
- q. Shot clock advertising panels
- r. Additional sponsorship inventory as mutually agreed upon

2. Dreamstyle Stadium (Football approximately 6 games per year) (Capacity-39,000)

The current expense of producing a game is ~\$7,500 which is the responsibility of Contractor. Sam Boyd Stadium does not currently have LED fascia displays. All production for Video Displays will be completed by UNM's In-house Video Services.

- a. Video Display 20' x 48' installed in 2015/16 season
 - b. Scoreboard
 - c. Team Entry tarpaulin covers
 - d. Temporary Signage excepted for Reserved Assets
 - e. Entry way signage
 - f. Lobby displays
 - g. Concourse displays
 - h. Coaches headsets
 - i. Coaches Clearcomm
 - j. Field goal nets
 - k. Medical Tent
 - l. Sideline kicking nets
 - m. Miscellaneous Static signage opportunities
3. Santa Ana Star Field (Baseball) (Capacity-1,500)
- a. Outfield Wall displays
 - b. All permanent and temporary signage except for directional signage for concession vendors and Reserved Assets
 - c. Miscellaneous Static signage opportunities
4. Softball Stadium (Softball) (Capacity-750)
- a. All permanent and temporary signage except for directional signage for concession vendors and Reserved Assets
 - b. Miscellaneous Static signage opportunities
5. McKinnon Family Tennis Stadium (Tennis) (Capacity-500)
- a. Digital scoreboard
 - b. All permanent and temporary signage except for directional signage for concession vendors and Reserved Assets
 - c. Miscellaneous Static signage opportunities
6. Track, Cross Country and Soccer Stadium (Capacity-5,000)
- a. Field displays (Soccer)
 - b. All permanent and temporary signage except for directional signage for concession vendors and Reserved Assets
 - c. Miscellaneous Static signage opportunities
7. Outdoor Media/ Video boards
- a. 1 board located on the corner of Dreamstyle Stadium (Corner of Cesar Chavez and University Avenue) –The board will operate daily.
8. Johnson Gym Facilities (Pool and Volleyball Gym)

VI. SCOPE OF SERVICES – SPECIAL EVENT RIGHTS

Dreamstyle Stadium & Dreamstyle Arena

LED Fascia Displays\ Arena Ribbon Boards

The Special Event Departments, Dreamstyle Stadium & Dreamstyle Arena, host concerts, shows, rodeos, and other assemblies (collectively, “**Special Events**”). During most Special Events and with the approval of UNM, Contractor will have the right to market audio and video messages during Special Events, such as on the LED fascia displays (including the halo under the video board) in the Dreamstyle Arena during these special events. However, UNM will not be obligated by the Contract to hold Special Events and will not be liable in any way to the Contractor if a planned special event is cancelled or postponed.

Contractor acknowledges that events other than regular season UNM athletics events, such as Special Events, may be held in Event Venue(s) during which signage may be removed or covered, such as MW Championships, PBR or other Special Events. Contractor must ensure in any new or replacement sponsorship agreements that UNM is not made responsible for any such coverage of signage during Special Events where the host or promoter effectively licenses the entire Event Venue(s) or where UNM cannot control all signage.

Additional services/consideration – Any additional services or consideration that the Proposer wishes to include in its Proposal/Pricing Response Form (as applicable) will be given consideration.

VII. RESOURCES AVAILABLE TO PROPOSER

- Contractor will receive available sponsor travel spots on football/ basketball charters. Hotel and meal costs are the responsibility of Contractor.
- Some luxury seating inventory is available by mutual agreement at Dreamstyle Stadium and Dreamstyle Arena.
- Athletic and Special Event Tickets, if available, may be procured by Proposer at the going rate. The number special events held at the venues vary from year to year and cannot be guaranteed.
- All other UNM assets must be purchased by Contractor at the market rate.

EVALUATION CRITERIA

1. EVALUATION OF PROPOSALS

The University of New Mexico is an active member of the Association for the Advancement of Sustainability in Higher Education (AASHE) and the American College and University **Presidents Climate Commitment and has adopted the 4-P procurement model which is designed** to reduce the adverse environmental impact of UNM's purchasing decisions and promote social equity while remaining committed to maximizing the purchasing value of public funds. The Model will enable UNM to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources. In doing so, UNM will seek to establish business relationships with the vendors and manufacturers who share its sustainable values and commitment to the well-being of our planet.

An evaluation committee shall evaluate proposals based on the weighted criteria listed below.

The consultant(s) whose Offer/Proposal is most advantageous to UNM will be selected to perform the services, although UNM reserves the right to reject all proposals.

Weighted Evaluation Criteria	Possible Points
1. Qualifications of Proposer	25
2. Proposed Approach	25
3. References	10
4. Pricing Response Form	40
Total Possible Points	100

To be considered for award, all Proposals should include the following information. Proposer should restate each of the items listed below and provide their response immediately thereafter. All information should be presented in the listed order:

1. **QUALIFICATIONS OF PROPOSER-25 Possible Points**

- a) Describe the history of your Company as this relates to its experience and success in representing multi-media rights for institutions with similar needs to UNM.
- b) Provide a detailed explanation of the reasons why your Company is best capable of managing UNM multi-media rights as described in Section B. Scope of Work/Specifications (the "**Services**" (including any applicable Deliverables)).
- c) Provide information on the proposed multi-media rights sales team that would be servicing the UNM account. Provide information about how the team will work with UNM to maximize revenue opportunities. Include their job functions and experience. Provide information and experience about Proposer's key senior management team and department heads and their anticipated involvement/support of the UNM account.

- d) Provide details as to how your Company will collect and analyze UNM sales data. What philosophies will be employed to best manage UNM's program to ensure that maximum coverage is reached across all sales categories?
- e) Provide a brief description of the Company (e.g., past history, present status, future plans, etc.).
 - i. Describe the corporate structure. Will an Affiliate be providing services? If so, describe their roles. Provide names, addresses and contact information. List companies with which you have "partnership" arrangements.
 - ii. Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?
 - iii. Identify the number of employees in your Company.
 - iv. Within the past five (5) years has (i) a general assignment been made by Company or any Affiliate for the benefit of creditors; (ii) any action been taken or suffered by Company or an Affiliate under any insolvency or bankruptcy act; (iii) the Company or any Affiliate been placed voluntarily or involuntarily in any receivership; or (iv) has the Company or any Affiliate defaulted on any loan, or been otherwise unable to pay its debts.
 - v. Within the past five (5) years have there been any liens, claims, judgments, lawsuits or other litigation (including any copyright, patent or infringement actions) filed against the Company or any Affiliate related to the proposed services to be provided, and if so, explain the nature and status.
 - vi. Within the past five (5) years, have the Company or any Affiliate had a contract related to the proposed services/products to be provided terminated on the basis of a breach or default. Termination for breach or default includes a notice to stop performance for failure to adequately perform. Provide the relevant details with respect to the termination(s) including the date or termination and the other parties' name, address, and telephone number.
 - vii. Disclose any potential conflicts of interest, or appearance of conflict, which might arise if your Company was selected for this project. Such disclosure should include compensation which may be paid in either hard dollars or soft dollars by any source to your Company.
 - viii. Disclose any conflicts of interest you or your Company may have with UNM, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.

2. PROPOSED APPROACH-25 Possible Points

- a) Detail your creativity with regards to network radio, corporate sponsorship, national advertising and the ability to manage and fulfill such multi-media as described in the RFP.
- b) Detail your staffing solutions as they relate to this RFP, including sales and management positions – as well as locations of offices (cities as well as physical locations). Note: All staffing and personnel decisions will include input and clearance from UNM.
- c) Detail your capability to strengthen the UNM brand.
- d) Detail your methodology to present a creative and aggressive marketing plan.

- e) Explain ways in which you might achieve creativity in packaging multi-media property marketing rights, enhancing fan experience and fan interactive promotional opportunities at home events.
- f) Explain your plan for the distribution of the radio and television broadcasting rights contained within the RFP and how the plan would maximize revenue, enhance exposure, create positive public relations, and any other benefits to be derived from your Multi-Media Rights Plan.
- g) Describe completely the technical capability, facilities, and other resources of your Company as they relate to the licensed properties and rights set forth in the RFP.
- h) Detail your plans for what positions shall be used for radio game broadcasts, coaches' television shows, and other radio and television properties with the RFP.
- i) Provide an implementation plan for the project, identifying the distribution of broadcast and telecast products, sales plan, and overall operational Multi-Media Rights Plan.
- j) Explain your approach when working with university customers, similar to UNM, specifically, how you facilitate communication and cooperation, and obtain any necessary approval rights.
- k) Proposer should address how it would handle any possible disposal/additions in Event Venue(s), specifically the addition of a new/replacement football stadium and/or the loss of Sam Boyd Stadium; the addition/deletion of any revenue streams; any conference realignments; and any other changes common to this type of contract that could likely occur during the Term.

3. REFERENCES-10 Possible Points

Provide a list of at least five (5) client references (Institution, name, current position, phone and email address). These references should be Division I Athletic Department and/or Sports and Entertainment Venue clients and whose event venues are similar in size and scope to UNM. For each reference, please provide the number of staff members employed, the time period multi-media rights have been provided, a general description of your Company's roles and responsibilities at the Institution, and any pertinent information.

4. PRICING-40 Possible Points

Proposers are instructed to provide their proposed pricing structure/annual rights fee to UNM on the Pricing Response Form.

NOTE: Any Services and supplies required by the RFP, for which the Proposer does not identify costs, will be borne at the Proposer's expense and will not be charged to UNM.

Should the successful Proposer propose to utilize a subcontractor(s) to fulfill any of its obligations, the Proposer shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the Contract; and (c) compliance with the requirements of all applicable laws.

RESIDENTIAL PREFERENCE:

A resident business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate in accordance with Section 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. If applicable, document the residential preference number in the Authorized Signature form and attached your certificate to your response.

VETERANS PREFERENCE

In accordance with sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

1. Resident veterans businesses with annual revenues of \$3M or less are to receive a 10% preference discount on their bids and proposals.

This preference is separate from the current in state preference and is not cumulative with that preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

Points will be awarded based on Offerors ability to provide a copy of a current Resident Veterans Certificate.

In addition, the Resident Veterans Preference Certification Form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.

RFP's are to be evaluated on preference as follows:

In addition to the total points on an RFP, 10% must be added for preference award. For example, an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 10% preference and three non-resident businesses. The two preference businesses would receive 50 points and 100 points to their already evaluated score, making it possible for the highest score 1100.

ORAL PRESENTATION/INTERVIEWS

Respondents considered for final selection may be afforded an in-person, web-based or telephone presentation of their proposal. Respondents should be prepared to answer questions concerning submitted proposals.

BASIS OF AWARD: Contracts solicited under these regulations are to be awarded to the responsible Offeror whose proposal represents the best value and is in the University's best interest. The evaluation committee shall prepare a selection recommendation report for the Chief Procurement Officer or his/her designee recommending, in order of preference, up to three firms that are considered to be the most highly qualified. All firms on the most highly qualified selection recommendation report are considered "selected firms" with which the Chief Procurement Officer or his/her designee may negotiate.

The final award decision shall be made by the Chief Procurement Officer or his/her designee. The selection authority will review the recommendations of the evaluation committee and shall, with the advice of appropriate technical and staff representatives, make the final selection. If the firm selected for award is not the

recommended as the most highly qualified by the evaluation committee, the selection authority shall provide for the contract file a written explanation of the reason for the award preference.

*Offerors Questions Regarding the RFP. All questions including technical questions regarding the RFP must be submitted electronically and should be thru the Q&A Board. The response to the written questions and any modifications and/or clarifications will be posted on the Q&A board and/or as an Amendment, which will become part of the RFP file. The questions and answers will not indicate any reference to the Offeror that submitted the questions(s).

PRICING RESPONSE FORM

In consideration for the sponsorship revenues, the Contractor promises to pay UNM a guaranteed annual rights fee over a ten (10) year commitment, plus a share of gross revenues above a proposed threshold – Example \$4,500,000 guarantee plus 50% of gross revenues over \$5,500,000 threshold.

Annual gross revenues will be defined as gross revenue for any inventory sold less only outside agency sales commission. Contractor may not deduct sales force commissions or personnel cost or any expenses as a part of the awarded Contract.

Proposers should include the dollar amount of any in-kind/trade benefits it will provide to UNM in its Pricing Response Form.

Proposers should include any the dollar amount of any other bonuses, incentives, or other compensation offered in its Pricing Response Form.

Proposers must complete the attached Pricing Response Form in its entirety. Contractors must complete the attached form in its entirety. Proposals will not be reviewed unless the Pricing Response Form is completed.

Year	Overall Guarantee	Threshold Amount	Additional Compensation or Incentives if Thresholds are met	In Kind/Trade
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$
10	\$	\$	\$	\$

Optional Items

1. Bonuses, incentives, or other compensation
\$ _____

2. Signage stipend \$ _____

3. Additional compensation beyond year 10 \$ _____

Name of Company: _____

Authorized Person Signature: _____ Title: _____

Date: _____

ADDENDUM NUMBER ONE

THE UNIVERSITY OF NEW MEXICO

Purchasing Department
Perovich Business Center
Suite 2600 / MSC01 1240
Albuquerque, New Mexico 87131-0001

Date: February 14, 2019

Proposal Number: RFP-2084-19

Name of Contracts Specialist: Adam Gonzales

Due Date: March 7, 2019 2:00 P.M. Mountain

Addendum # 1: See Below

Notice to all respondents:

Amend the Proposal: Multi-Media Rights Marketing

This **addendum** becomes part of the Contract Documents and **modifies**, as noted below, the original Bidding Documents.

1. **Question:** Can companies from outside the USA (India, Canada, etc.) apply for this?

Answer: No

2. **Question:** Do we need to come over there for meetings?

Answer: Per the scope of work exhibit located under buyer attachments, section II, Goals of the University, paragraph 2, "Contractor staff members will be expected to attend appropriate staff meetings and other group functions."

3. **Question:** Can we perform the tasks (related to the RFP) outside the USA?

Answer: No

4. **Question:** Can we submit proposals via email?

Answer: Per the Instructions to Offerors exhibit located under buyer attachments, item #9, "Offers must be submitted to the UNM Supplier Portal sourcing system. Hand delivered, mailed, or emailed responses may be rejected."

5. **Question:** Please provide a listing of current sponsors, term, and their level of cash/trade commitment beginning with FY18 and FY19 as well as projections for FY20 based on sponsor contract terms extending past current rights holder term?

Answer: Not Available

6. **Question:** Please provide copies of current media partner agreements – radio, print, TV, and web/digital (or summaries of if you are not able to provide contracts).

Answer: Please go to the following link...

<https://athleticscontracts.unm.edu/multi-media-rights-contract/index.html>

7. **Question:** What are the current staffing model costs (salaries and benefits) associated with generating the existing sponsorship revenue?

Answer: All staff, salaries and benefits are the responsibility of the rights partner. Total number of staff members – 6 not accounting for TV, Radio personalities, staff, engineers, etc.

8. **Question:** Where does the current rights holder have office space? Are there any operational costs the Contractor incurs for the office space?

Answer: Current offices are located within the athletic administration building. The contractor will be responsible for operational cost.

9. **Question:** What are the current radio staffing model costs associated with all radio broadcasts in addition to all travel costs for the radio crew?

Answer: Football Radio – 3 Staff Members, MBB and WBB – 2 Staff Members. Any additional events that constitute the need for radio, it will be coordinated accordingly. All travel costs are the responsibility of the contractor.

10. **Question:** What are the detailed operating costs of any and all radio broadcasts and tv coaches shows?

Answer: Not Available

11. **Question:** What are the current lengths for radio programming with regards to pre-game/post game show broadcasts for football, men's basketball, women's basketball and baseball as well as the coaches' call-in shows?

Answer: Not Available

12. **Question:** Can current radio formats/logs be provided for all radio broadcasts?

Answer: Not Available

13. **Question:** What are the detailed operating costs for the current property (projected)? If it's easier to pull, we can just work off FY18 actuals for now.

Answer: Not Available

14. **Question:** What are the specific designated areas for football tailgate hospitality and are there new locations that can be utilized?

Answer: Currently there are various areas outside the stadium and inside the venue. Other areas are possible but will coordinate as expected.

15. Question: Are there opportunities to look at additional digital marketing/data strategies above and beyond current rights offered?

Answer: Yes

16. Question: Are there campus limitations with regards to data usage collected from website, game day app, e-marketing etc.?

Answer: Yes, will need to be approved prior to obtaining data

17. Question: Please define/describe in more depth what the “direct paid advertising” and “paid retail subscriptions” referenced on page 7 of Section A are.

Answer: Not Available

18. Question: How many total tickets per sport are currently provided for to the current rights holder?

Answer: Not Available and will be negotiated with vendor

19. Question: Please define/describe in more depth what “some” luxury seating” is per page 11 of Section A.

Answer: Club and Premium Level seating

20. Question: Please define/describe in more depth “going” rate vs. “market” rate per page 11 of Section A.

Answer: Not Available

Due date and time remain as March 7, 2019 at 2:00 PM MST. All other terms and conditions remain the same.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.