## BOARD OF REGENTS BRIEFING PAPER

1. **Agenda Item Title:** Review of Responses to Athletics Competitiveness and Benchmarking RFP **Meeting Date:** February 25, 2016 Meeting of the ad hoc Committee on Athletics

## 2. BACKGROUND & POLICY CONTEXT OF ISSUE:

At its November 30, 2015 meeting, the ad hoc Committee on Athletics (a) approved the scope of work and issuance of a Request for Proposal (RFP) for an independent third party study of the competitiveness of the athletics departments of UNR and UNLV, and (b) directed that the responses received be brought back to the Committee for review and possible selection of a consultant/award of a contract at the Committee's February meeting.

The scope of work approved by the Committee identified several "factors of competitiveness" for evaluation by the consultant and provided for a two phased project – with Phase 1 benchmarking the various factors against other institutions within the Mountain West Conference, and an optional Phase 2 expending that analysis to various institutions within the Pac-12 and Big -12 conferences. The scope of work requires the selected consultant to complete various tasks and deliverables including preparation of a written report and final presentation to the Committee.

The RFP was issued on December 18, 2015 by Business Center South. (A copy of the RFP is attached as **Refs. COA-5a**). The RFP was directly issued to a group of sports consultants identified with the help of the UNLV and UNR athletic directors. The RFP was also sent to various consultants registered with the supplier registration system maintained by Business Center South. In addition, the RFP was advertised in the local newspaper.

Potential consultants were given an opportunity to submit questions related to the RFP and answers were developed by staff and delivered to the potential consultants via the issuance of an Addendum to the RFP issued on January 8, 2016. (A copy of the Addendum is attached as **Refs. COA-5b**). Final responses to the RFP were due on January 14, 2016.

Six responses were received to the RFP. All of the proposals are responsive to the RFP and are from reputable companies with experience in collegiate athletics consulting. A one phone page summary of the proposals and the pricing offered is attached as **Refs. COA-5c**. Each of the proposals and their associated pricing sheets are attached as **Refs. COA-5d, COA-5e, COA-5f, COA-5h, and COA-5i**.

## 3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

Request is made that the Committee review the six proposals received in response to the Athletics Competitiveness and Benchmarking RFP and determine: (i) whether to proceed with the study, (ii) whether to proceed with both phases of the study, (iii) which firm to award the contract to in light of any factors the Committee determines to be relevant – including, without limitation, company experience and background, study approach and methodology, staffing plan and price. In addition, request is made to authorize the Chancellor to execute a contract and any ancillary documents with the consultant selected by the Committee necessary to commence and complete the study.

## 4. IMPETUS (WHY NOW?):

- At its September 8, 2015 meeting the Committee directed the Chancellor to prepare a proposal for how best to conduct or commission a study of the UNR and UNLV intercollegiate athletic programs to determine their competitiveness relative to other institutions and conferences.
- At its November 30, 2015 meeting the Committee approved the scope of work for the Athletics Competitiveness and Benchmarking study and directed staff to issue an RFP and directed that the responses received be presented to the Committee at its February 25, 2016 meeting.

## 5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

• None – all of the responses to the RFP are presented to the Committee for its review and possible approval/award of a contract based on the discretion of the Committee.

## **6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

• None – all of the responses to the RFP are presented to the Committee for its review and possible approval/award of a contract based on the discretion of the Committee.

approval/award of a contract based on the discretion of the Committee.
7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:
None.
8. COMPLIANCE WITH BOARD POLICY:
☐ Consistent With Current Board Policy: Title # Chapter # Section #
☐ Amends Current Board Policy: Title # Chapter # Section #
☐ Amends Current Procedures & Guidelines Manual: Chapter # Section #
Other:The Athletics Competitiveness and Benchmarking Study is being conducted pursuant to the direction and authorization of the ad hoc Committee on Athletics as given at its inaugural meeting on September 8, 2015.
Fiscal Impact: Yes_X No Explain:_The cost of the study depends on the consultant selected and whether both phases are implemented.



## BUSINESS CENTER SOUTH THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE")

# REQUEST FOR PROPOSAL 661-KO FOR CONSULTANT TO PROVIDE ATHLETICS COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA, RENO AND THE UNIVERSITY OF NEVADA, LAS VEGAS

RELEASE DATE: December 18, 2015

LAST DAY FOR QUESTIONS: December 30, 2015

LAST DAY FOR ADDENDA: <u>January 7, 2016</u>

OPENING DATE, TIME and LOCATION: <u>January 14, 2016 @ 3:00 PM PST</u>

SUBMITTAL LOCATION: University of Nevada, Las Vegas

4505 Maryland Parkway

**Campus Services Building, Room 235** 

Las Vegas, NV 89154-1033

Sealed proposals, one (1) original and two (2) copies and one (1) electronic copy on CD or flash drive, and only one (1) original Pricing Response Form (defined below) and one electronic copy of the Pricing Response Form on CD or flash drive is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)"). All Proposals must be received on or before this date and time to be considered. Proposals may be mailed or hand delivered to the address above. Please go to http://maps.unlv.edu/ to view a map of UNLV campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to the Purchasing Representative:

Kelly Owsley, Senior Purchasing Analyst

Kelly.owsley@unlv.edu Phone: (702) 895-4385 Fax: (702) 895-3859

Companies wishing to do business with UNLV must first register as a supplier at the following website: https://supplierregistration.purchasing.unlv.edu/. If you need assistance or have questions please send your inquiries to <a href="mailto:Supplier.Registration@unlv.edu">Supplier.Registration@unlv.edu</a>.

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## SECTION A INTRODUCTION

## 1. **PURPOSE OF REQUEST**

The Nevada System of Higher Education ("NSHE") invites interested parties to submit a Proposal for consulting services to complete an athletics competitiveness and benchmarking study. The study shall address the athletic departments of the University of Nevada, Reno ("UNR") and the University of Nevada, Las Vegas ("UNLV") to (i) determine the current competitiveness of each within the Mountain West Conference, (ii) benchmark the performance of each relative to other institutions and conferences, and (iii) explore possibilities for future athletic conference affiliation (the "Study"). NSHE desires to hire an independent consultant to prepare and complete the Study consistent with the Scope of Work set forth in this Request for Proposal.

## 2. **TERMINOLOGY**

RFP The term "RFP" as used throughout this document will mean

Request for Proposal.

PROPOSER "Proposer(s)" as used throughout this RFP document will mean

the respondent(s) to this Request for Proposal or you, as

applicable.

CONTRACTOR/CONSULTANT Successful Proposer(s)

CONTRACT DOCUMENTS The Request for Proposal documents, Proposer's Proposal and

any mutually agreed upon written modifications

CONTRACT "Contract" is the final agreement with the Contractor.

DIRECTOR The term "Director" as used throughout this document will mean

the University of Nevada, Las Vegas Director of Purchasing and

Contracts.

REQUEST Request for Proposal, RFP

RFP RESPONSE FORM Proposer form submitted in Section F by an authorized

representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments,

as applicable) stated.

**PRICING** 

RESPONSE FORM Proposer form submitted in Section E defining the compensation

payments for Proposer ("Proposer Payment" or "Fee").

GENERAL TERMS

By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which

the Proposals will be evaluated, and the Contract awarded as set

forth in Section C.

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MINIMUM CONTRACT TERMS Included in this RFP are certain standard minimum contract terms

and conditions which shall be included in the final and more extensive Contract with the Contractor. All NSHE contracts are subject to existing contracts (and any replacement contracts

thereof).

UNLV University of Nevada, Las Vegas

UNR University of Nevada, Reno

NSHE The Nevada System of Higher Education. NSHE is Nevada's

public higher education system. It is comprised of four community colleges, one state college, two universities and one research

institute.

BOARD OF REGENTS The elective body that has been vested by the Constitution of the

State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV

and UNR.

COMPANY(IES) "Company" shall mean the legal entity of the applicable

Proposer, whether a sole proprietorship, corporation, LLC, partnership, or other legal entity, and any person(s) acting on

behalf of such entity.

AFFILIATE(S) "Affiliate" means an entity that controls, is controlled by, or is

under common control with the Company.

## SECTION B SUBMISSION INSTRUCTIONS

NSHE invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

## 1. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. NSHE is not bound by any oral representations, clarifications, or changes made in the written specifications by NSHE employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the RFP Response Form. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed **60** pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and MUST indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to NSHE or any official, regent, or employee thereof, for the preopening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- I) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will addenda and posted on the UNLV Website: be bν http://go.unlv.edu/purchasing/solicitations and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFP may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/UNLV/UNR in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV/UNR shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
- o) All Proposers, by signing the RFP Response Form, certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (including all insurance requirements) unless otherwise stated. Please note that an award is not final until there is a fully negotiated signed Contract.
- p) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- r) NSHE accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) NSHE reserves the right to contract for less than all of the services identified herein.
- t) **Proposals are not to contain confidential/proprietary information.** NSHE is subject to the Nevada Public Records Act. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

## 2. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. NSHE reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on

- each respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.
- c) The Proposal responses may be disclosed to the Committee on Athletics for discussion and award. Please note that during the RFP evaluation process, Proposals may be made public and discussed/evaluated in a public meeting.
- d) A Contract will be awarded on the basis of which Proposal(s) NSHE deems best suited to fulfill the requirements of this RFP and meet NSHE's needs. NSHE also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of NSHE.
- e) NSHE will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- f) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

We	eighted Evaluation Criteria	Possible Points
1.	Company Background, Experience and References	20
2.	Experience and Team	40
3.	Study Approach and Management	40
4.	Competing Workload and Staffing Plan	20
5.	Pricing	80
	Total Possible Points	200

## 1. Company Background Experience and References

A. Executive Summary

Provide a company description, history and high-level corporate overview.

- B. The Proposer should provide the following information about his/her Company so that the UNLV can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. UNLV, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer's outline of the Company's background should include:
  - NSHE is expecting to work with a team of consultants who have significant and relevant
    experience working on projects similar to those described in this solicitation. For the specific
    members of the team chosen to work on the NSHE Study, indicate their specific experience
    relative to providing consulting and analysis similar to the Scope of Work specified within
    this RFP.
    - i. How many total athletics competitiveness and benchmarking studies or similar engagements have members of the team completed in the last five (5) years?
    - ii. How many athletics competitiveness and benchmarking studies or similar engagements have members of the team completed with higher education institutions or higher education systems in the last five (5) years?

- 2. 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? 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 UNLV, UNR, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.
- C. Identify three customers for whom consultant has completed similar projects. The customers/projects provided should have been performed by one or more of the team members proposed for NSHE's project. The examples should be of work done on campuses or organizations similar to UNLV and UNR in size and complexity. For each customer, please provide the following information:
  - 1. Name and address of the organization
  - 2. Year the project was completed
  - 3. Institutional contact person (name, position while the study was being completed as well as current position, phone number, and e-mail address)
  - 4. General description of the engagement
  - 5. Information about the primary responsibilities assumed by your company on each project
  - 6. Names and related responsibility of the consultant team members primarily responsible for doing the work
  - 7. Explanation of why these studies/analyses are comparable to the one proposed at NSHE
  - 8. Original project budget amount, final project amount, and whether the project was completed within budget, if not, describe contributing factors
  - 9. Number of days allotted for project completion and whether the project was completed as scheduled, if not, describe contributing factors

#### 2. Experience and Team

- A. Describe why your Company's experience fits with NSHE's needs for consulting services to provide an athletics competitiveness and benchmarking Study for UNLV and UNR. Detail any access to data sets or databases that Company may have that could assist the Company in the Study. (Maximum 4 pages)
- B. Provide a list of the consulting staff that will be assigned to the Study. It is highly important that the staff have experience conducting similar studies for institutions of higher education. Substitution for assigned consulting staff to this Study, after submittal of the Proposal, will be subject to review and approval by NSHE.
- C. Provide an organizational chart that reflects how the team will be structured.
- D. For each of the proposed members of the project team provide a summary of their experience on providing similar consulting services to higher education institution or equivalent including:
  - a. Clients and dates of major engagements
  - b. Summary of the tasks performed for each of the major engagements listed
  - c. Area of expertise
  - d. Relevant certifications
  - e. Progression through the Proposer's organization and/or through the profession.
- E. Provide resumes of the key team members that will be working on the Study.

## 3. Study Approach and Management

- A. Describe the approach that will be used to implement the Study. The description should include the following:
  - 1. General approach for completing the goals of the Study
  - 2. Proposed phases, if any
  - 3. Proposed deliverables
  - 4. Provide a proposed schedule for the engagement based on your experience with similar projects and your Company's understanding of NSHE's needs. Indicate how you would organize the engagement to ensure that the proposed schedule is met.
  - 5. Plans to ensure good communication throughout the process
  - 6. Any other items Proposer deems appropriate
- B. State what budget, schedule, and scope control techniques your Company intends to utilize for this Study.

## 4. Competing Workload and Staffing Plan

List Company's current workload and describe the Company's ability to undertake and complete the Study on time and within budget in the context of the Company's currently contracted projects. (Maximum 2 pages)

## 5. Pricing Response – See Section E, Pricing Response Form

Proposers are instructed to provide their fees in Section E, RFP Pricing Response Form. Complete Section E Pricing Response Form. Technical/Evaluation and Price Proposals must be submitted in separate, sealed envelopes. Note: No cost information is to be included in the Proposer's

technical/evaluation Proposal. The Technical/Evaluation and Price Proposal envelopes should be submitted together in a single sealed package/envelope.

## 3. **LATE PROPOSALS**

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

## 4. **PUBLIC OPENING OF RFP's**

At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. Proposers, their authorized agents and other interested parties are invited to be present.

## 6. WITHDRAWAL OF PROPOSAL

Any Proposer may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Proposal be withdrawn and signs for its receipt.

## SECTION C GENERAL TERMS AND CONDITIONS

### 1. **ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

## 2. **APPROPRIATIONS**

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by NSHE for the performance of the Contract. If sufficient appropriations and authorizations are not made by NSHE, the Contract shall terminate, without penalty, upon written notice being given by NSHE to Proposer. NSHE's decision as to whether sufficient appropriations are available shall be accepted by Proposer and shall be final.

## 3. AWARD OF CONTRACT

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "Evaluation of Proposals" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and NSHE.
- b) NSHE reserves the right to award on a multi-year basis and, if in the best interest of NSHE, to award to multiple Contractors.
- c) The initial term of the Contract will be one year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional one (1) year renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) NSHE reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and NSHE to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of NSHE, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (including the insurance requirements), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by NSHE and may result in disqualification of Proposer's offer as non-responsive to this RFP. A general exception to the Minimum Contract Terms may result in a determination that the RFP Proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the RFP Proposal. If Proposer's exceptions do not result in disqualification of Proposer's response, then NSHE may consider Proposer's exceptions when NSHE evaluates the Proposer's response.

- h) NSHE and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by NSHE. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). NSHE is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

## 4. **COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

## 5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

## 6. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member of the NSHE/UNLV/UNR in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/UNLV/UNR shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

## 7. **DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, NSHE may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

## 8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by NSHE.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.

- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- i) NSHE reserves the right to waive any minor informality or irregularity.
- Any other reason set forth in this RFP.

## 9. **FAILURE TO FURNISH AT THE SPECIFIED PRICE**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Price/compensation owed to NSHE, as applicable), as the Director may determine.

## 10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

## 11. **PAYMENT TERMS**

Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

## 12. PROMPT PAYMENT DISCOUNTS

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by NSHE, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date NSHE check is mailed.

## 13. **PROTESTS**

Any Proposer or Contractor who is allegedly aggrieved in connection with the solicitation or award of a Contract may protest. The protest must be submitted in writing to the Director, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director will promptly issue a decision in writing to the Protestant. If the protestant wishes to appeal the decision rendered by the Director, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director. The decision of the Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) Identification of the solicitation title and number being protested,
- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

## 14. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

## 15. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

NSHE supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (MWDBE) to compete for contracts awarded by NSHE. NSHE also supports efforts to encourage local businesses to compete for NSHE contracts. In addition, NSHE supports finding opportunities for such (MWDBE) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (MWDBE) and local business enterprises.

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:
  - (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
  - (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
    - · The name, city and state
    - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
    - Any certification of such status including the entity granting the certification if applicable
  - (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.
- b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the NSHE prime Contract. The report shall contain the following information:
  - The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the

- certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to NSHE by September 15

### c) Definitions

- (1) <u>Definition of Local Business Enterprise.</u> "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) <u>Definition of Disadvantaged Business Enterprise (DBE)</u>. "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) <u>Definition of Minority Business Enterprise (MBE).</u> "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) <u>Definition of Women-Owned Business Enterprise (WBE).</u> "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) <u>Definition of Disabled Veteran Business Enterprise (DVBE)</u>. "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
- (6) <u>Definition of Small Business Enterprise (SBE)</u>. "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

## 16. **SUSTAINABILITY**

- a) A key focus of NSHE is to minimize the impact the procurement of goods and services has on the local environment. NSHE is committed to sustainable economic, social, and environmental practices in all operations involving NSHE. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.
- b) NSHE may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by NSHE.
- c) All electronic equipment NSHE purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve NSHE's energy and financial performance while distinguishing our institution as an environmental leader.

## 17. TAXES, LICENSES AND PERMITS

- a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. NSHE is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to NSHE's Purchasing Department in the event the license is no longer valid.
- c) NSHE is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

## 18. EQUAL EMPLOYMENT OPPORTUNITY

NSHE is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, ethnicity, religion, gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-discrimination laws. NSHE employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

## SECTION D SCOPE OF WORK/SPECIFICATIONS

## **Background and Purpose:**

In 2015 the Board of Regents of the Nevada System of Higher Education (the "Board") established a subcommittee, the *ad hoc* Committee on Athletics (the "Committee"), charged with focusing on important issues facing intercollegiate athletics. Among other things, the Committee's charge provides that it may commission a study of the athletic departments of the University of Nevada, Reno ("UNR") and the University of Nevada Las Vegas ("UNLV") to (i) determine the current competitiveness of each within the Mountain West Conference, (ii) benchmark the performance of each relative to other institutions and conferences, and (iii) explore possibilities for future athletic conference affiliation (the "Study"). The Committee desires to hire an independent consultant to prepare and complete the Study consistent with the scope of work set forth below.

## Phase 1 of the Study:

## **Key Questions and Analysis:**

The Study should address and provide a complete analysis of the following key questions:

- Are UNR and UNLV "competitive" within the Mountain West Conference? What are the relevant factors of competitiveness?
- Where do UNR and UNLV rank relative to other members of the Mountain West Conference in the relevant factors of competitiveness?
- What additional investments will UNR and UNLV need to make in order to increase their competitiveness within the Mountain West Conference?

## **Factors of Competitiveness:**

In addition to any factors that the consultant identifies or determines to be relevant, the Study should include a detailed analysis of the following factors of competitiveness using the most recent data available:

- Institutional Profile: Number of full time undergraduate, graduate, and doctoral/professional students
  and how those numbers compare within the Mountain West. Number of full time faculty and how those
  numbers compare within the Mountain West. Total institutional budget and how those numbers
  compare within the Mountain West. State supported funding and how those numbers compare within
  the Mountain West. Research dollars awarded and how those numbers compare within the Mountain
  West.
- 2. **Athletic Census**: The number of male, female, and total number of athletes and how those numbers compare within the Mountain West. The number of male, female and total sponsored athletics teams and how those numbers compare within the Mountain West.
- 3. Athletics Expenses: Total athletic budgets and how those numbers compare within the Mountain West. Athletic budgets for male and female athletics and how those numbers compare within the Mountain West. Expenses per student athlete and how those numbers compare within the Mountain West. Total athletic expenses and how those compare within the Mountain West. Expenses for football and men's basketball and how those numbers compare within the Mountain West.
- 4. **Athletic Revenues**: Total athletic revenues and how those compare within the Mountain West. Revenues from male and female athletics and how those numbers compare within the Mountain West.

Revenue per student athlete and how those numbers compare within the Mountain West. Profit/loss and how those numbers compare with the Mountain West. A review and analysis of subsidies, non-athletic revenues, or other institutional support furnished to the athletic departments with a comparison to other members of the Mountain West.

- 5. **Administrative Services and Support**: Number of coaches for male and female sports and total number of coaches and how those numbers compare within the Mountain West. Number of employees in the following areas, (i) compliance, (ii) marketing, (iii) athletic medicine, (iv) student support services, and (v) strength and conditioning, and how those numbers compare within the Mountain West.
- 6. Academic Performance: The Academic Progress Rate (APR) for each athletic department and how those numbers compare within the Mountain West. The Graduation Success Rate (GSR) for each athletic department and how those numbers compare within the Mountain West. Number of NCAA or conference academic award winners and how those numbers compare within the Mountain West. Number of academic support personnel within the athletic department and how those numbers compare within the Mountain West.
- 7. Scholarship Awards: The number of male, female and all athletes receiving grant-in-aid/athletic scholarships and how those numbers compare within the Mountain West. The average grant-in-aid/athletic scholarship awarded to male, female and all athletes and how those numbers compare within the Mountain West. Spending per athlete on food and nutrition and how those numbers compare within the Mountain West; noting any trends in such spending over the past three years within the Mountain West. "Cost of attendance" scholarships including (i) how such scholarships are (or are proposed to be) awarded and administered, (ii) how the award and administration of such scholarships compares within the Mountain West.
- 8. **Athletic Facilities**: Review and analysis of the primary athletics facilities utilized by the institutions and how those facilities compare to the primary athletic facilities used by members of the Mountain West e.g. seating capacity, location, game experience etc.

#### Tasks and Deliverables:

In preparing and completing the Study the consultant shall perform the following tasks and deliverables:

- 1. Stakeholder Interviews: The consultant shall interview key stakeholders at both UNR and UNLV including athletic directors, compliance officers, and other personnel with knowledge or information necessary to complete the Study.
- **2. Research and Benchmarking**: The consultant shall conduct any research necessary to complete the Study including gathering all data related to the factors of competitiveness.
- **3. Preliminary Study**: The consultant shall prepare a preliminary written study for review and consideration by the Chair of the Committee. The Chair may provide initial feedback to the consultant concerning the form and content of the preliminary study or direct the consultant to provide additional information and analysis for inclusion in the final Study and presentation.
- 4. Final Study and Presentation: The consultant shall prepare a final written Study for review and consideration by the Committee. The final Study should include a complete analysis of the key questions and a concise and user friendly summary of the data relevant to the factors of competitiveness. The final Study should include an explanation of the source any data and note any assumptions or irregularities in the data that might impact the analysis and conclusions. The consultant shall give a presentation to the Committee summarizing the findings and analysis of the final Study and may be asked to provide a follow-up presentation to the Board. The final study should be highly visual

- with charts and graphs that summarize the factors of competitiveness in a manner that is easy to understand.

## **Optional Phase 2 of Study:**

At the Option of the Committee, the consultant may be asked to expand upon the Study and provide additional information and analysis as followings.

Phase 2 – Key Questions and Analysis:

- Where do UNR and UNLV rank relative to a representative sample of the members of the Pac 12 and Big 12 conferences in the relevant factors of competitiveness?
- What additional investments would UNR and UNLV need to make in order to be competitive within the Pac-12 or Big 12 conferences?

## SECTION E PRICING RESPONSE FORM

## 1. Phase 1 of the Study:

**A.** Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase I of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost. All costs not identified will be the responsibility of the selected Proposer.

TOTAL COST
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	Total Estimated Cost of Phase 1 of the Study \$					
that will be billed to NSHE for completion	place a cap on consulting and other costs (excluding travel – see below) on of Phase 1 of the Study. Please provide the maximum dollar amount g and other costs required to complete Phase 1 of the Athletic tudy. \$					
	imbursable costs (excluding travel), please detail what those costs aximum amount of reimbursable costs for Phase 1 of the Study.					
· 						

RFP 001-NU		

**D.** Travel: Provide travel costs required to complete Phase 1 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or a do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Travel Costs Not to Exceed \$\_\_\_\_\_

## 2. Optional Phase 2 of the Study:

**A.** Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase 2 of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost.

DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
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<ul> <li>B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. \$</li></ul>		Total Estimated Cost of Phase 2 of the Study \$
	В.	that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic
	C.	· · · · · · · · · · · · · · · · · · ·

**D.** Travel: Provide travel costs (if applicable) required to complete Phase 2 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
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<b>Total Travel Costs</b>	Not to Exceed \$	
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**3.** In the event that NSHE may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the hourly rate(s) for those services.

#### **EXHIBIT A**

SAMPLE CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

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OTHER:								\$	
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(IF APPLICABLE)									
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# EXHIBIT B MINIMUM CONTRACT TERMS FOR THE RFP FOR THE NEVADA SYSTEM OF HIGHER EDUCATION

These Minimum Contract Terms set forth the minimum contract terms and conditions that will be applicable to a Contract resulting from this RFP. The final Contract will include details specific to the scope of this RFP, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract will be longer and contain more, rather than less terms and conditions than the following:

This Contract #\_\_\_\_ ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), and (INSERT NAME OF COMPANY), a [INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY), (INSERT EIN #) ("Consultant"), and is based on the following facts:

RECITALS

NSHE REQUIRES SERVICES].	[INSERT DESCRIPTION	OF BUSINESS AC	TIVITIES FOR	WHICH N	SHE
On, 20, N from qualified Proposers to pr				king propo	sals
On, 20_ Proposal was later modified by				the RFP.	The
On, 20 needs.	_, NSHE selected Consultar	nt's Best and Final C	ffer as the one	best suitin	g its
Based on the foregoing Recita	als, and for other valuable co	nsideration, the partie	es agree as follo	ws:	

## AGREEMENT AGREEMENT

## ARTICLE I TERM

#### A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for one year, unless otherwise terminated in accordance with this Contract ("Initial Term" or "Term").

## B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for one (1) additional one (1) year terms ("Renewal Term(s)" or "Term(s)").

#### C. CONTRACT EXTENSION

Without renewing the Term of this Contract, NSHE shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should NSHE exercise Page 24 of 35

its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Consultant shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which NSHE requests additional services.

## ARTICLE II SCOPE OF CONTRACT

Consultant	shall	provide	the	following	services	("Services"	(including	any	applica	ble	Deliverables))
							Т	he S	ervices	are	non-exclusive
NSHE may	hire o	ther cons	ultar	ts to provi	de similar	services and	l Consultar	it may	provide	sim	ilar services to
other clients	3.										

This Contract, together with all attachments, addenda, and exhibits, the RFP, the Consultant's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Proposal (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Consultant's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and (3) the Proposal (including all modifications, but not including any legal terms and conditions). Consultant agrees to be bound by any warranties and representations made by Consultant in the Proposal and shall notify NSHE immediately if there are any material changes to the warranties and representations set forth by Consultant in its Proposal, as applicable.

The Study shall include Consultant's satisfactory delivery of a final Study report ("Report") that details the findings and solutions determined during the Study. The Study shall be delivered electronically to NSHE in PDF format on or before \_\_\_\_\_\_, or as otherwise agreed to in writing (email acceptable). Consultant shall also electronically provide NSHE a media or press release friendly summary in PDF format upon request and at no additional charge ("Media Summary"). If requested, Consultant shall also provide an in-person presentation of the Report. The Report and any Media Summary or similar document based on the Study findings shall constitute a Deliverable(s) and shall conform to the requirements set forth in this Contract.

NSHE may, at its sole option, develop additional job-specific scopes of work ("Scopes of Work" or "SOW"). In the event that NSHE elects to request additional services from Consultant, additional scope, schedule, and compensation will be negotiated with Consultant. Nothing in this Contract shall be construed as guaranteeing Consultant that any additional Scopes of Work will be actually requested.

## ARTICLE III CONSIDERATION

The amount to be paid to Consultant for work performed under this Contract

[The amount to be paid to Consultant for work performed under this Contract is estimated to be \$X. The total amount for Consultant's Proposal shall not exceed X. Notwithstanding the foregoing, NSHE, at its sole discretion may request additional Y at the same unit pricing.]

#### **Travel Expenses**

All Consultant travel shall conform with the following, or as otherwise agreed to in writing by NSHE: Airfare: The most economical rate available

Page 25 of 35

Rental Cars: The most economical rate available for a mid-sized sedan

Hotels: A reasonable rate for the dates.

At the NSHE's discretion, pre-approval will be provided for an exact price or a range on a trip per trip or project by project basis, or simply for a specific trip or a collection of trips. All expenses must be billed within 30 days of being incurred and must be substantiated by receipts.

Except as expressly provided for herein, all Consultant prices are inclusive of expenses.

In the event that NSHE requests additional services from Consultant during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Consultant and NSHE, but in no case will payments for such additional services be made until such services are performed and accepted by NSHE. Any such payments and any such payment schedules shall be as negotiated between NSHE and Consultant prior to the commencement of any work or Services.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Consultant shall not be due any interest or penalty on any unpaid amounts.

## ARTICLE IV DEFAULT

#### A. DEFAULT BY CONSULTANT

NSHE shall provide Consultant written notice of any material breach of this Contract. Should Consultant fail to cure such material breach within ten (10) business days following receipt of written notice, NSHE shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Consultant shall terminate all work and take all reasonable actions to mitigate expenses, and Consultant shall immediately refund NSHE a pro-rata amount of any advance or prepaid unearned monies. In case of default by Consultant, the NSHE reserves the right to hold Consultant responsible for any actual, consequential, or incidental damages.

#### B. DEFAULT BY NSHE

Consultant shall provide NSHE written notice of any material breach of this Contract. Should NSHE fail to cure such material breach within ten (10) business days following receipt of written notice, Consultant shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by NSHE, Consultant shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, NSHE hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

## ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

### A. INSURANCE

Consultant shall be fully responsible for and shall indemnify NSHE for any acts or omissions of any Consultants, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Consultant to perform any of the Services (collectively, "Subcontractor(s)"). Consultant (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by NSHE. The required

insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Consultant and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.
- Commercial General Liability
  - Must be on a per occurrence basis.
  - Shall be at least as broad as Insurance Services Office ("**ISO**") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
  - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Professional Liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

- 2) Automobile Liability For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("CSL") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- Workers' Compensation Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from NSHE. If providing services, Consultant shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 4) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 5) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE as an additional insured.
- Insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by NSHE. Such approval shall not relieve Consultant from the obligation to pay any deductible or self-insured retention.
- 7) Policy Cancellation / Change in Policies and Conditions Notifications Consultant shall:
  - Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
  - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect NSHE without sixty (60) days' prior written notice to NSHE and the notices required by this paragraph shall be sent by certified mail to NSHE;

- Send to NSHE a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to NSHE within three (3) business days upon its receipt;
- Provide NSHE with renewal or replacement evidence of insurance no less than thirty (30) days before
  the expiration or replacement of the required insurance until such time as the insurance is no longer
  required by NSHE; and
- Immediately notify NSHE in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows-
  - Consultant and parties contracting directly with NSHE must have its policy endorsed to reflect that
    its insurance coverage is primary over any other applicable insurance coverage available.
  - Any Consultant's insurance or self-insurance available to NSHE shall be in excess of and noncontributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows— "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Consultant has an obligation to insure on behalf of NSHE.
- 10) Ensure that its insurance policies be -
  - Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
  - 2. Currently rated A.M. Best as A IX or better.
- 11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Consultant must provide the following documents to NSHE:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Consultant;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Consultant insurance policies are primary over any other applicable insurance;
   and
- Loss Payee Endorsement.

## B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

#### C. INDEMNIFICATION

Consultant shall indemnify, defend and hold harmless NSHE, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts,

lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Consultant or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "Claim(s)"). NSHE will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Consultant shall not settle any Claim or threat thereof without the prior written approval of NSHE, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE or admit or attribute to NSHE any fault or misconduct.

## ARTICLE VI MISCELLANEOUS PROVISIONS

#### A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by NSHE for the performance of this Contract. If sufficient appropriations and authorizations are not made by NSHE, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by NSHE to Consultant, and Consultant shall immediately refund NSHE any pre-paid or advance unearned payments it made to Consultant.

#### B. ASSIGNS AND SUCCESSORS

Consultant shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of NSHE. Notwithstanding the foregoing, Consultant shall be fully responsible to NSHE and shall indemnify NSHE for any acts or omissions of any Subcontractors hired by Consultant, regardless of whether NSHE consented to the use of any such Subcontractors.

#### C. COMPLIANCE

Consultant warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

## D. CONFIDENTIALITY

Consultant acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to NSHE, whether originals or copies. Consultant acknowledges that NSHE would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without NSHE's prior written approval.

Consultant acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of NSHE alumni, employees, and students (collectively, "NSHE User Data"). Consultant acknowledges and agrees that NSHE User Data is highly sensitive and to afford it the maximum security Consultant can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Consultant must abide by and agree to NSHE's Acceptable Use of Computing and Information Technology Resources Policy provided at <a href="http://oit.unlv.edu/about-oit/policies">http://oit.unlv.edu/about-oit/policies</a>. Consultant agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Gramm-Leach-Bliley Act ("GLBA").

Consultant shall immediately inform NSHE by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident,

suspected unauthorized access, or breach involving NSHE User Data of which Consultant becomes aware. Except as prohibited by law, Consultant agrees to immediately destroy all confidential data and NSHE User Data received hereunder upon termination or expiration of this Contract. Consultant agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Consultant acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles NSHE to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by NSHE. This Section shall survive termination of this Contract.

#### E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Consultant certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Consultant agrees to provide immediate notice to NSHE in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

#### F. EQUAL EMPLOYMENT OPPORTUNITY

NSHE is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Consultant certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Consultant or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, NSHE may declare Consultant in breach of this Contract and immediately terminate this Contract, and Consultant shall immediately refund NSHE any prepaid or advance unearned monies that NSHE paid to Consultant.

#### G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Consultant expressly consents to the jurisdiction of said court.

## H. HEADINGS AND INTERPRETATION

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words "including," "including without limitation," and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

### I. INDEPENDENT CONTRACTOR

Consultant expressly agrees that Consultant's employees and/or Subcontractors shall not be treated or considered as the servants and employees of NSHE, it being the intention of the parties that Consultant shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Consultant covenants and agrees to save and hold harmless NSHE from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable

labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

#### J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

#### K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

NSHE as follows: Director of Purchasing and Contracts

University of Nevada, Las Vegas 4505 S. Maryland Parkway

Las Vegas NV 89154-1033

Consultant as follows:

(INSERT NAME AND ADDRESS OF CONSULTANT)

### L. OWNERSHIP OF MATERIALS

By signing this Contract, Consultant acknowledges that any materials and/or NSHE customer/user data that may result from its efforts, as related to this Contract, are the property of NSHE and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of NSHE. As applicable, Consultant shall provide good title to any applicable Deliverable(s), and Consultant shall execute any additional documents necessary to secure or renew NSHE's rights in and to any applicable Deliverable(s). Consultant warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

Consultant shall participate in conference calls with NSHE and/or provide details of its findings via written summaries, charts, or reports as may be requested by NSHE. Any such written summaries, charts, findings, final reports or media summaries shall constitute a Deliverable(s).

Consultant acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between Consultant and NSHE, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of NSHE free from any claims by Consultant or anyone deriving rights through them. Consultant hereby grants, sells, assigns, and transfers unto NSHE, its successors, and assigns, all and any of Consultant's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of NSHE. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to NSHE, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Consultant grants to NSHE, its successors, and assigns, a perpetual, exclusive, royalty-free, license to use, copy, make, and redistribute the Deliverable(s) throughout the universe. Each party shall retain ownership of its pre-existing intellectual Property ("Pre-existing IP"). To the extent that any of the Deliverable(s) incorporate Pre-Existing IP, Consultant grants NSHE a perpetual, non-exclusive, royalty-free, license to use, copy, make, and redistribute the Pre-existing IP that is incorporated into the Deliverable(s) throughout the universe.

### M. TAXES, LICENSES AND PERMITS

It is the Consultant's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Consultant warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. NSHE is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("NRS"). The NSHE State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Consultant certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to NSHE in the event the license is no longer valid.

#### N. TERMINATION FOR CONVENIENCE

NSHE shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Consultant with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from NSHE to Consultant, specifying the extent and effective date of the termination. On the effective date of the termination, Consultant shall terminate all work and take all reasonable actions to mitigate expenses. Consultant shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by NSHE. In the event of such termination, NSHE agrees to pay Consultant within thirty (30) calendar days after acceptance of invoice.

### O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

### P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Consultant acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "Marks"). Consultant further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of NSHE.

### Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

## R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

1) NSHE supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by NSHE. NSHE also supports

efforts to encourage local businesses to compete for NSHE contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, NSHE supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.

- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000** at any time during the life **of the Contract,** Consultant must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). <u>These reports pertain only to expenditures that are directly attributable to the NSHE prime Contract</u>. The report must be available to NSHE by September 15<sup>th</sup> of the applicable Contract year, and should contain the following information:
  - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - b) A description of the goods or services purchased; and
  - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

### 3) Definitions:

<u>Definition of Local Business Enterprise.</u> "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

<u>Definition of Disadvantaged Business Enterprise (DBE).</u> "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

<u>Definition of Minority Business Enterprise (MBE).</u> "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

<u>Definition of Women-Owned Business Enterprise (WBE).</u> "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

<u>Definition of Disabled Veteran Business Enterprise (DBE).</u> "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or

more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

<u>Definition of Small Business Enterprise (SBE).</u> "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

#### S. JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Consultant. NSHE/NSHE is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

#### T. AUDIT

Consultant agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon NSHE's request, during the Term or for a period of two (2) years thereafter, Consultant shall in a timely manner, allow NSHE, NSHE's internal auditor or a third party auditor retained by NSHE to audit and analyze Consultant's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Consultant's premises and relevant records where required by legal processes or applicable laws or regulations.

## U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Consultant shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Consultant shall ensure that all Consultant personnel providing the Services (which shall include Consultant principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for NSHE or on NSHE owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for NSHE or on NSHE Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by NSHE representatives may be made of persons, personal effects, lockers, or other storage areas on NSHE Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto NSHE Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Consultant and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

#### V. SUSTAINABILITY

c) A key focus of NSHE is to minimize the impact the procurement of goods and services has on the local environment. NSHE is committed to sustainable economic, social, and environmental practices in all operations involving NSHE. It is important that Consultant share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.

#### RFP 661-KO

TYPE IN THE NAME OF THE CONSULTANT

- d) NSHE may request Consultant to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by NSHE.
- a) All electronic equipment NSHE purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve NSHE's energy and financial performance while distinguishing our institution as an environmental leader.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the Effective Date.

THE IN THE NAME OF THE CONSOCIANT.				
APPROVED:				
BY:				
(TYPE IN NAME OF APPROVER)	Date			
THE BOARD OF REGENTS OF THE NEVADA SYS	TEM OF HIGHER EDUCATION			
APPROVED:				
Daniel Klaich, Chancellor	 Date			



#### ADDENDUM 1 TO REQUEST FOR PROPOSAL NO. 661-KO

# CONSULTANT TO PROVIDE ATHLETICS COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA, RENO AND THE UNIVERSITY OF NEVADA, LAS VEGAS

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

Date of Release: January 6, 2016

Date and Hour of RFP Opening: January 14, 2016 at 3:00 pm PDT

#### The following questions were raised and are answered below:

1) What are the motivations/drivers for this project?

Answer: The Board of Regents of the Nevada System of Higher Education established the ad hoc Committee on Athletics (Committee) in order to better understand the changing landscape of collegiate athletics - including the various factors influencing the competitiveness of the athletic departments of the University of Nevada, Reno (UNR) and the University of Nevada, Las Vegas (UNLV). The Committee's primary motivation behind the Study is to obtain information and data establishing the current levels of competitiveness of the athletic departments of UNR and UNLV among the members of the Mountain West Conference. The results of the Study will be used by the Committee in making policy decisions and allocating resources in support of intercollegiate athletics. Information provided in response to Phase 2 of the Study may influence future decisions about conference affiliation. The results of the Study may also be used to help project the costs involved in increasing competitiveness and the financial implications of conference affiliation.

2) Are there any databases that will be available for vendor use during the benchmark and analysis process? If so, what resources?

Answer: Vendors responding to the RFP are expected to independently gather all information necessary to complete the Study. NSHE does not have relevant databases available for use by responding vendors. Data can be gathered from public databases and other open sources including conference annual reports, the Department of Education Equality in Athletics Disclosure Act (EADA) data cutting tool, the websites of comparision instititions, and other available sources of information.

3) Should the overall recommendation focus on a singular recommendation for a merged UNLV/UNR entity or can it deal with each entity separately?

Answer: The Study does not seek, and responding vendors should not provide, any recommendation for a merged UNLV/UNR entity. UNR and UNLV are independent instititions each of which is governed by the Board of Regents of the Nevada System of Higher Education. The Study should focus on providing information and data that will assist the Committee in determining the relative level of competitiveness of both UNLV and UNR among members of the Mountain West Conference and other instititions and conferences based on the various factors of competitiveness set forth in the RFP.

4) Has either UNLV or UNR conducted any relative projects prior to releasing this RFP?

Answer: No. The selected vendor is expected to complete all necessary research and conduct stakeholder interviews with key members of the athletics departments of both UNLV and UNR. These interviews should include athletic directors, compliance officers or other personnel with knowledge or information necessary to complete the Study. The Committee expects the UNLV and UNR athletic departments to fully cooperate with the selected vendor and provide the vendor any publically available information in their possession necessary to complete the Study.

5) Are there any particular sports (e.g. Men's Basketball, Football, etc.) that should be given priority within the particular project?

Answer: The Study should be comprehensive in nature and provide the Committee a complete understanding of the competitiveness of the UNLV and UNR athletics departments. That said – certain factors of competitiveness listed in the RFP such as athletic census, athletic expenses, and athletic revenues may focus more heavily on the larger revenue sports such as men's basketball and football. The goal should be to provide the Committee a complete understanding of the current competitiveness of the UNLV and UNR athletic departments. The information in the Study should be presented in a manner that gives a clear picture of how the revenue sports impact and influence the competitiveness of the athletic departments as a whole.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS OF THIS REQUEST FOR PROPOSAL REMAIN THE SAME.

### **Summary: Athletics Competitiveness and Benchmarking Study - RFP Responses**

Company:	Description and related experience::	Phase 1 Price	Phase 2 Price	<b>Total Price</b>
Tripp Umbach	Describes itself as a national leader in providing	\$60,000	\$20,000	\$83,000
	economic impact research, consultation and	Travel/other	Travel/other	
	communication services. Has completed	expenses	expenses	
	athletics related projects for the University of	\$1,500	\$1,500	
	Tennessee, Penn State University, the	` `		
	University of Washington, and Ohio State	Total:	Total:	
	University.	\$61,500	\$21,500	
Collegiate	"A leading full-service and integrated provider	\$40,000	\$50,000	\$108,000
Sports	of collegiate athletic consulting, strategies and	Travel/other	Travel/other	
Solutions	solutions to universities, intercollegiate	expenses	expenses	
(CSS)	conference, and collegiate organizations."	\$10,390	\$7,610	
	Recently completed projects for the University			
	of Alabama at Birmingham, Auburn University,	Total:	Total:	
	and Oregon State University.	\$50,390	\$57,610	
Cedric	Former President of the NCAA and sole	\$52,368	\$35,592	\$89,364
Dempsey	proprietor "focused exclusively on consulting	Travel/other	Travel/other	
	with intercollegiate athletics programs[.]" Has	expenses	expenses	
	completed projects for Fresno State University,	\$936	\$468	
	the United State Military Academy, the	7550	7100	
	University of California-Davis, San Diego State	Total:	Total:	
	University, etc.	\$53,304	\$36,060	
Victus	Independent firm "focusing solely on the sports	\$30,000	\$15,000	\$52,200
	and entertainment industry." Recently	Travel/other	Travel/other	
	completed projects for the University of Illinois	expenses	expenses	
	at Chicago, Syracuse University, the University	\$6,000	\$1,200	
	of North Florida, California State University-San	70,000	71,200	
	Bernardino, etc.	Total:	Total:	
		\$36,000	\$16,200	
Collegiate	"[O]ne of the leading consulting forms in the	\$40,000	\$25,000	\$74,075
Consulting	country focused exclusively within	Travel/other	Travel/other	
	intercollegiate athletics." Has provided similar	expenses	expenses	
	services for the University of Southern	\$5,585	\$3.390	
	Mississippi, Florida A&M University, University		\$3.330	
	of Texas-Rio Grande Valley, and the University	Total:	Total:	
	of Louisiana at Lafayette.	\$45,685	\$28,390	
Conventions,	Describes itself as a "leading advisory and	\$125,000	\$50,000	\$190,000
Sports and	planning firm specializing in providing	Travel/other	Travel/other	
Leisure	consulting services to the convention, sport,	expenses	expenses	
International	entertainment and visitor industries." Has	\$10,000	\$5,000	
(CSL)	completed projects for North Dakota State			
	University, the University of Oklahoma, the	Total:	Total:	
	University of Notre Dame and many others.	\$135,000	\$55,000	

## SECTION E PRICING RESPONSE FORM

#### 1. Phase 1 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase I of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost. All costs not identified will be the responsibility of the selected Proposer.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
١	Projecte Kickoff meeting 1	\	١	\$ 5,000	\$ 5,000
2	Research and Benehmarking	1	1	\$ 25,000	\$ 25,000
3	Key stakeholow phone intervious	1	1	\$ 10/000	
	Preliminas report	1	1	\$ 10,000	\$ 10,000
5	Final report and presentation	1	1	\$ 10,000	
				\$	\$
				\$	\$

Total Estimated Cost of Phase 1 of the Study \$\_\_\_\_\_\_\_\_

B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below that will be billed to NSHE for completion of Phase 1 of the Study. Please provide the maximum dollar amount.
that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. \$
C. If NSHE shall be expected to pay reimbursable costs (excluding travel), please detail what those costs
include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.
NIA

P 661-KO			

**D.** Travel: Provide travel costs required to complete Phase 1 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or a do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	Final presentation	1	1	\$ 1,500	\$ (,500
				\$	\$
				\$	\$
				\$	\$
				\$	\$

#### 2. Optional Phase 2 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase 2 of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	Reserved one Berchmadeig	1		\$ 10,000	\$ 10,000
2	final report and frecentation	(	1	\$ 10,000	\$ 10,000
				\$	\$
				\$	\$
				\$	\$
				\$	

Total Estimated Cost of Phase 2 of the Study \$\_

В.	NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. \$
C.	If NSHE shall be expected to pay reimbursable costs (excluding travel). Please detail what those costs
	include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

**D.** Travel: Provide travel costs (if applicable) required to complete Phase 2 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	Final report one presentation	\	1	\$ 1,500	\$ 1,500
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Travel Costs Not to Exceed \$ /, 500

3. In the event that NSHE may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the hourly rate(s) for those services.



## Qualifications and Proposal for Consulting Services

Consulting Services for the Nevada System of Higher Education (NSHE) Athletics Benchmarking Study

January 14<sup>th</sup>, 2016

## **Tripp Umbach**

2359 Railroad Street, #3701 Pittsburgh, PA 15222 412.281.2313 trippumbach.com

#### 1. Company Background, Experience, and References

#### **Executive Summary**

Tripp Umbach is a national leader in providing economic impact research, consultation, and communication services for a wide variety of clients including, but not limited to: leading corporations, universities, hospitals, medical schools, academic medical centers, public events, convention centers, regional planning/development organizations, airports, amusement parks, and events. We are a private, independent consulting firm that has successfully completed consulting assignments for more than 2,000 organizations worldwide. Since 1990, Tripp Umbach has provided more than 300 customized economic impact analyses for both national and international clients, which have served many leading public universities. Our 15 consultants are skilled in research and economic impact analysis including linear cash flow modeling, IMPLAN, RIMS-II, REMI, and Input/Output Analysis. Our studies are customized to match the needs of our diverse clients.

Since 1990, Tripp Umbach has completed several notable research assignments and economic impact studies including:

- Leading academic institutions such as Pennsylvania State University, University of Tennessee, University of Washington, University of California, University of Arizona, University of Pittsburgh, Illinois University, Michigan State University, University of Michigan, University of Iowa, University of Minnesota, University of Connecticut, and Indiana University.
- Four national studies measuring the economic impact of all 130 medical schools and more than 400 teaching hospitals for the Association of American Medical Colleges (AAMC), making Tripp Umbach the most qualified firm to assess the feasibility and economic impact of a new or expanded medical school or hospital campus.
- Corporate client studies for General Electric, TGen, TD2, Highmark, Inc., PHEA, 3M, MSA, and many other companies throughout the United States.
- Analysis for 50 of the top 100 academic medical centers ranked by U.S. News & World Report.
- Popular events and entertainment venues such as the Susan G. Komen Race for the Cure, 2005 84 Lumber Classic PGA Event, the Three Rivers Regatta, the Pittsburgh Convention Center, Kennywood Entertainment, and the Bryce Jordan Center.

Tripp Umbach was founded by current CEO Paul Umbach.

#### **Company Background and Work Experience**

Tripp Umbach garners the ability to serve clients who have the need to establish a current benchmark, awareness, and understand economic impact within their environment. Since our founding in 1990, Tripp Umbach has performed a broad range of national benchmark studies. Some examples include:

- Benchmarking standards and adoptive practices in the use of educational technologies and interactive training systems (for the Medical College of Ohio and the Ohio Board of Regents)
- Benchmarking standards for economic impact for medical schools and teaching hospitals throughout the U.S. (for the AAMC)
- Benchmarking of biomedical research and clinical healthcare service excellence within academic medical centers (for the Jewish Healthcare Foundation)
- Benchmarking trends in student union construction, design, and programming (for WTW and various college/university clients)
- Benchmarking needs and standards in Internet security procedures and features (for the Software Engineering Institute and the Computer Emergency Response Team)
- Benchmarking occupancy standards and convention/meeting traffic for hotels in the Mid-Atlantic region (for the State of West Virginia)
- Benchmarking economic development agency best practices in investment case handling (for the Pittsburgh Regional Alliance)
- Benchmarking bank back-office computer processing procedures and requirements for Internet transaction facilitation (for Federated Investors – Trust Connect)
- Benchmark of best practice procedures in perfusion technology (for Medtronic and Arthur Andersen & Company)
- Benchmarking trends in the migration of legacy system programming code to client-server networks (for SEEC, Inc.)

The above projects represent just a few of the hundreds of quantitative survey research assignments performed by Tripp Umbach.

Clients for our qualitative and quantitative services include the following:

#### **Tripp Umbach Clients:**

#### **Higher Education**

- Bowling Green State University
- Carnegie Mellon University
- Central Ohio Technical College
- Cornell University
- Eastern Oklahoma State University
- Eastern Virginia Medical School
- Hahnemann University
- Indiana University of Pennsylvania
- Lima Technical College, Ohio
- Marion Technical College, Ohio
- Medical College of Ohio
- Medical College of Pennsylvania
- North Central Technical College, Ohio
- Northeastern State University, Oklahoma
- Ohio Association of Regional Deans
- Pennsylvania State University
- Southeast Missouri State University
- Southern Connecticut State University
- Southern Mississippi State University

- Southern State Community College,
   Ohio
- Temple University
- Texas Christian University
- Ohio Board of Regents
- The Ohio State University
- The Ohio State University at Lima
- The Ohio State University at Mansfield
- The Ohio State University at Marion
- The Ohio State University at Newark
- The University of Minnesota
- University of Akron, Ohio
- University of Cincinnati
- University of New Mexico
- University of Pennsylvania
- University of Pittsburgh
- University of Virginia
- Virginia Commonwealth University
- Westminster College
- Wheeling Jesuit College
- Wright State University Lake Campus

#### **Units of Government**

- Airport Area Municipalities,
   Pittsburgh
- Allegheny Clarion Valley Development Corporation, Pennsylvania
- Black Country Development Corporation, United Kingdom
- British Government Department of Trade & Industry

- City of Coventry, United Kingdom
- County of Hereford & Worcester,
   United Kingdom
- County of Warwickshire, United Kingdom
- Department of Veterans Affairs,
   New York
- Indiana County Office of Planning and Development, Pennsylvania

- Magic Forests Regional Tourism Agency, Pennsylvania
- Mon Valley Municipalities, Western
   PA
- New York State Urban Council
- Pennsylvania Department of Commerce
- Pennsylvania Department of Transportation
- Pennsylvania Rural Electric Association
- Pennsylvania Turnpike Commission
- Peters Township, Pennsylvania

- Public Auditorium Authority of Pittsburgh and Allegheny County
- Staffordshire County, United Kingdom
- Telford Development Agency,
   United Kingdom
- The City of Pittsburgh, Pennsylvania
- Warwickshire County, United Kingdom
- West Midlands Development Agency, United Kingdom
- City of Parkersburg, West Virginia
- City of Carlsbad, New Mexico

#### Institutions

- Airport Area Development Corporation, Pittsburgh
- Allegheny County Medical Society
- The Carnegie
- The Carnegie Science Center
- Columbus Symphony Orchestra
- Conference on Real Estate of Western Pennsylvania
- David L. Lawrence Pittsburgh Convention/Exposition Center
- Historical Society of Western Pennsylvania
- The Emerging International City
- Emlenton Area Chamber of Commerce
- Family Health Council, Inc.
- First Lutheran Church (Pittsburgh)
- Greater Pittsburgh Convention and Visitors Bureau
- Heinz Endowments
- The Hospital Association of Pennsylvania
- The Lima Symphony, Ohio

- The National Aviary
- Meadowcroft Museum of Rural Life
- Mon Yough Chamber of Commerce
- Airport Area Chamber of Commerce
- The Ohio Unions, Ohio State University
- The Pittsburgh Cultural Trust
- Pennsylvania Governor's Task Force on Centers of Medical Excellence
- Pittsburgh Air & Space Museum
- Pittsburgh Automobile Trade Association
- Pittsburgh Symphony Orchestra
- Pittsburgh Wayfinders Project
- Rails to Trails (Friends of the Riverfront)
- Revitalization Initiative -- Allegheny Conference on Community Development
- Software Engineering Institute
- West Virginia Department of Parks & Recreation
- World Trade Center of Pittsburgh

#### Hospitals

- Abbott Northwestern Hospital, MN
- Albany County, NY
- Aliquippa Hospital, PA
- Allegheny General Hospital, PA
- Allegheny Health, Education & Research Foundation, PA
- Allied Services Rehab Hospital, PA
- Altoona Hospital, PA
- Anderson Hospital, SC
- Armstrong County Mem'l
- , PA
- Charles Cole Memorial Hospital, PA
- Children's Hospital of Pittsburgh, PA
- Children's Institute, PA
- Chilton Memorial Hospital, NJ
- Citizens General Hospital, PA
- Columbia-Presbyterian Medical Center, NY
- Community General Hospital of Sullivan County, NY
- Community General Hospital, PA
- Community Medical Center, PA
- Conemaugh Memorial Hospital, PA
- Douglas County, NE
- Doylestown Hospital, PA
- DuBois Regional Hospital, PA
- Elk County Regional Medical Center,
   PA
- Ellwood City Hospital, PA
- Freeman Hospital, MO
- Forbes Metropolitan Hospital, PA
- Forbes Regional Hospital, PA
- Geisinger Medical Center, PA
- Good Samaritan Hospital, PA
- Good Samaritan Medical Center, Long Island, NY
- Good Samaritan Regional
- John Heinz Institute of Rehabilitation Medicine, PA
- Lakeland Hospital, WI
- Latrobe Area Hospital, PA

- Lee Hospital, PA
- Lehigh Valley Hospital, PA
- Lenox Hill Hospital, NY
- Lewistown Hospital, PA
- Lourdes Hospital, KY
- McKeesport Hospital, PA
- Moses H. Cone Memorial Hospital,
   NC
- Moses Taylor Hospital, PA
- Mountainside Hospital, NJ
- Nason Hospital, PA
- Nesbitt Memorial Hospital, PA
- Newton Hospital, NJ
- Northern Dutchess Hospital, NY
- Our Lady of Mercy, NY
- Overlook Hospital, NJ
- Passavant Hospital, PA
- Pennsylvania Hospital, PA
- Pocono Medical Center, PA
- Pottstown Memorial Medical Center, PA
- Pottsville Hospital & Warne Clinic,
- Randolph Hospital, NC
- Rehabilitation Institute of Squirrel Hill, PA
- Roper Health System, SC
- Saint Francis Hospital, NY
- Seton Health System, NY
- Sewickley Valley Hospital, PA
- Shadyside Hospital, PA
- Shamokin Area Community Hospital,
   PA
- Sharon Regional Health System, PA
- Sharon Hospital, CT
- Sisters of Charity Health Care System, NY
- St. Barnabas Hospital, NY
- St. Clair Memorial Hospital, PA
- St. Marys Regional Medical Center,
   PA

- United Way of Wyoming Valley, PA
- University of Pennsylvania Health System, PA
- University of Pittsburgh Medical Center, PA
- Vassar Brothers Hospital, NY
- University of Virginia Hospitals, VA
- Wilkes-Barre General Hospital, PA

#### Health Care Associations

- Allegheny County Medical Association
- Al/HEALTH, Inc.
- First Health Alliance
- Governor's Task Force on Medical Centers of Excellence
- Greater Cincinnati Hospital Council
- Greater Cleveland Hospital Association
- HANYS Services, Inc. an affiliate of the New York State Hospital Association
- HAP North East
- HAPSCO Group, Inc.
- Health East
- Health Southwest

- Healthcare Education and Research Foundation, Minnesota
- Healthcare Education and Research Foundation, New York
- Hospital Association of Pennsylvania
- MultiSource an alliance with the Virginia Hospital & Healthcare Association
- Nebraska Association of Hospitals and Health Systems
- New Mexico Hospital Association
- South Carolina Hospital Association
- The SunHealth Alliance
- VHA, PA
- Voluntary Hospitals of America
- West Virginia Hospital Association

#### Healthcare Related Corporations

- 3M
- AMSCO International
- AMSCO Scientific, North Carolina
- Automated Health Systems, Inc.
- EDI USA

- Medtronic
- Bayer, Inc.
- North Safety Products, Inc.
- Options, Inc.

#### **Corporations**

- 3M
- A//HEALTH
- ARCO Chemical
- Arthur Andersen & Co.
- AUTO-MATRIX
- Automated Health Systems
- BAA, Inc. (British Airports Authority)

- Bayer Corporation
- Calgon Carbon Corporation
- D.D.F.& M. Advertising
- Mathews Printing
- Medtronic, Inc.
- Midas Corporation
- McKinsey & Company

- Neville Chemical Company
- North Safety Products, Siebe North, Inc.
- Options, Inc.
- PPG Industries, Inc.
- Partnership Productions, Inc.
- Pfaltzgraff, Inc.
- Pitt-Des Moines Incorporated
- Pittsburgh Corning Corporation

- Pittsburgh Home & Garden Show,
- Pittsburgh North, Inc.
- Pressure Chemical Company
- Reed Smith Shaw & McClay
- )
- Williams Trebilcock Whitehead Architects
- Wilmar Corporation (Amarraca Supermark

#### Academic Health Centers

- Association of American Medical Colleges
- Hahnemann University
- Medical College of Pennsylvania
- Penn State Hershey Medical Center
- Temple University
- Thomas Jefferson University
- University of Pennsylvania
- University of Pittsburgh Medical Center
- Medical College of Ohio
- Eastern Virginia Medical School

- Medical College of Virginia (Virginia Commonwealth University)
- University of Virginia Health Sciences Center
- University of Cincinnati Medical Center
- Case Western University
- The University of Chicago
- The University of Illinois
- Northwestern University

#### **Corporate Structure and History**

Paul Umbach is the founder and President of Tripp Umbach, national research and planning firm that has completed more than 2,000 consulting assignments since 1990. Tripp Umbach clients include 50 of the nation's 100 leading hospitals, and more than 150 of the nation's largest universities and more than 50 Fortune 500 corporations. Headquartered in Pittsburgh, PA, with regional offices in Minneapolis, Atlanta, Tucson, Washington, DC, Baltimore, Baton Rouge, Erie, and Columbia, SC, Tripp Umbach completes approximately 115 customized consulting assignments annually.

Paul manages a diverse team of 14 professionals who are experts in economic impact analysis, financial analysis, feasibility studies, strategic planning, and medical education. Tripp Umbach additionally has a network of available Senior Consultants leveraging further subject matter experts when applicable. In 2007, Tripp Umbach was honored by the *Pittsburgh Post-Gazette* as being one of the 25 best places to work. Tripp Umbach is also listed on the Pittsburgh 100 recognition as being one of the fastest growing firms in the Pittsburgh region.

Paul is considered the nation's leading community health researcher, with his Tripp Umbach team having completed community health assessments in more than 200 communities. Over the past five years, Paul has provided consulting leadership for 15 new and expanded medical schools. To date, the Tripp Umbach team has provided research, strategic planning, and economic impact analysis for more than 75 academic medical centers and has completed four national economic impact studies for the AAMC.

The Tripp Umbach founder and current CEO has published several books and articles, taught at the university level, and presented at more than 50 state and national conferences on topics of community health, healthcare reform, economic impact, and regional planning. In 2004, Paul hosted a national radio show, "The National Healthcare Forum" on the Voice of America radio network. Paul is currently on the Board of Penn State University and the Washington Symphony Orchestra, and a frequent speaker at major universities and hospital system retreats.

- Tripp Umbach has no anticipated mergers, acquisitions, or divestitures.
- Tripp Umbach has fifteen (15) full time employees.
- No general assignment has been made by Tripp Umbach or any Affiliate for the benefit of creditors; no action has been taken or suffered by Tripp Umbach or an Affiliate under any insolvency or bankruptcy act; Tripp Umbach or any Affiliate has not been placed in any receivership; nor has Tripp Umbach or any Affiliate defaulted on any loan, or been otherwise unable to pay its debts.

- No liens, claims, judgements, lawsuits, or other litigations have been filed against Tripp
   Umbach or any Affiliate related to the proposed services to be provided.
- Tripp Umbach has not had a contract terminated related to the proposed services proposed.
- Tripp Umbach has no potential conflicts of interest, or appearance of conflict, which might arise should Tripp Umbach be selected to perform research for this project.
- Tripp Umbach has no known conflicts of interest with UNLV, UNR, NSHE, Board of Regents, its personnel, or the State of Nevada Legislature.

#### Past University and Intercollegiate Athletics Experience References

#### University of Washington and UW Football (2013)

Randy Hodgins
VP, External Affairs
1410 NE Campus Parkway
Seattle, WA 98195
rhodgins@uw.edu
206-616-8965

This was an economic impact study for the football program, which was completed on budget (\$35,000) and on schedule (6 months). For more information, see below.

#### Penn State University and Penn State Football (2004 and 2012)

Craig Weidemann
Vice Provost for Outreach, Vice President of Online Education
The Pennsylvania State University
405 Old Main
University Park, PA 16802
cdw12@psu.edu
814-865-7581

Vern Squier
President and/CEO
CBICC
200 Innovation Blvd. Suite 150
State College, PA 16803
vern@cbicc.org

#### 814-380-2769

This was an economic impact study for the football program, which was completed on budget (\$25,000) and on schedule (6 months). For more information, see below.

#### **University of Minnesota (2013)**

Peter M Radcliffe
Director Campus/College Level
Undergraduate Education, Vice Provost/Dean UMN Twin Cities, Ofc of Planning and Analysis
130D Morrill Hall, 100 Church St SE
Minneapolis, MN 55455
radcl002@umn.edu
612-624-1992

This was an economic impact study for the university, which was completed on budget (\$35,000) and on schedule (5 months).

#### 2. Experience and Team

#### Past University and Intercollegiate Athletics Experience

Tripp Umbach is widely recognized for the ability to develop visually appealing, data driven, and innovative presentations to communicate results of market research, strategic planning, and economic impact studies. Our work product for other colleges and universities has revealed that we are a great partner within the collegiate athletics environment. Tripp Umbach understands that while top grossing sports in terms of revenue and tourism are Men's Football, Men's Basketball, and Women's Basketball – it is important to understand value and impact of all intercollegiate athletics. Tripp Umbach understands the need to describe how larger revenue programs support other athletic programs, ultimately forming an entire value proposition. Tripp Umbach sees great purpose in presenting a comprehensive study of the entire breadth and depth of all Athletic programs as each contributes to a collective, vital role of an institution.

The volume and array of Tripp Umbach's experiences prove the firm to be an impeccable match in serving the needs of Nevada System of Higher Education (NSHE) to complete dynamic athletics competitiveness and benchmarking study. The firm has developed more economic impact studies nationwide than any other organization in the U.S. during the company's 26 year history and has served institutions such as University of Nevada, Las Vegas and University of Nevada, Reno.

Below are examples of past intercollegiate and athletics project experience:

#### **University of Tennessee**

Tripp Umbach was retained for market research and economic impact assessment of the University of Tennessee ("UT") Athletics program for the entire UT Athletics program with an emphasis on football and the men's and women's basketball programs.

Economic impact analyses for UT Athletics included the following components:

- Expenditures and financial information for each organization member
- Employment volumes and associated expenditures
- Taxes generated in the region as a result of the organization's operations
- Financial and community impacts of students current and alumni, research, business spinoffs, partnerships, construction, and new programs into the future.

Resulting from the successful economic impact study was a complete analysis and narrative, which fit the communication plans of the UT. The narrative was communicative of multiple economic and social benefits associated with UT Athletics. Economic impact studies provide numerous benefits to an organization and the region as they are being conducted;

strengthening connections to partners, understanding and articulating community benefits provided by your organization that would not occur if you organization was not located in this region, and a clear understanding of what the operational impacts are of your organization to your community.

Tripp Umbach collected financial data based on where the UT spends money within specific geographies. Data collection from internal and external sources performed by Tripp Umbach has given this institution an understanding of new dollars entering into the state and local economy; all as a result of UT Athletics.

#### **Penn State University**

Tripp Umbach was commissioned by the Pennsylvania State University to perform economic impact research and analysis to measure the business volume, employment, and government tax revenue impact of Penn State Football on Pennsylvania and Centre County operations and to quantify the community benefit of various programs associated with Penn State Football. Tripp Umbach also looked at the economic impact of the football program for the Chamber of Business and Industry of Centre County.

Penn State University retained Tripp Umbach to conduct a series of three consulting projects:

Assignment I: University - Wide Economic Impact Study Update

Tripp Umbach updated the comprehensive economic impact study that was completed in 2004. The study measured the economic and social impact of the overall university on the Commonwealth of Pennsylvania and on the state's 67 counties and the impact of the 24 individual campuses on the Commonwealth of Pennsylvania and on the counties where each campus is located. It was found that the economic success of Penn State has a direct relationship on the ultimate success of the State's economy, impacting job creation in every Pennsylvania County.

Assignment II: Economic Impact Study Of Penn State Football and Bryce Jordan Center

Tripp Umbach conducted an economic impact study of the football program at Penn State University on Centre County and the Commonwealth of Pennsylvania (pre- and post-Paterno). Tripp Umbach also conducted an independent analysis of the Bryce Jordan Center's tourism impact.

 Assignment III: Leveraging Penn State University's Resources To Promote Economic Growth In Pennsylvania Tripp Umbach developed a statewide economic development plan that coordinates and enhances Penn State University's economic development capacities and integrates University resources with existing economic development plans in the different regions of the Commonwealth of Pennsylvania. The purpose of this project was to leverage and engage Penn State University's resources and recognized expertise in partnership with community stakeholders

This economic engine of Penn State football was driven in large part by those who come to Happy Valley because of the Penn State Football program; attendees to home football games, opposing team players and coaching staff, the media contingent present at each game, attendees to the annual football-related camps and clinics, visitors to football staff, and attendees to football conferences and meetings. Penn State Football is an important contributor to the business volume, employment, and government revenue of the Commonwealth of Pennsylvania and Centre County.

#### **University of Washington**

University of Washington retained Tripp Umbach to conduct an economic impact study that quantified the economic impact of UW as a whole and UW Football separately.

Tripp Umbach conducted an economic impact study of the football program at the University of Washington on the State of Washington. This economic impact quantified the overall business volume, employment, and government revenues generated as a result of the presence of UW Football. The study included two specific goals:

- Quantification of the annual economic, employment, governmental, impacts of UW Football
  on the State of Washington. This showed the impact of in-state and out-of-state tourism on
  area businesses.
- Development of a final report document that illustrated the multiple economic and social benefits of UW Football on the State of Washington.

#### The Ohio State University

Tripp Umbach successfully completed a market assessment, brand analysis, and enrollment projection analysis for The Ohio State University four regional campuses and their co-located technical colleges. The project encompassed surveys with prospective and current students as well as interviews with key regional and university leadership. The ultimate goal of the project was to identify areas of improvement or exploration to grow the enrollment at the regional campuses in difficult times of down-sizing for larger universities.

#### The 2012 benchmarking study included:

- Qualitative and quantitative data findings from secondary market research
- national and regional benchmarking
- · Assessment of student interests and regional perceptions of the university
- Summary reports of both qualitative and quantitative data gathered as well as final consultant recommendations and next steps for strategic planning

#### Tripp Umbach Consulting Team for NSHE Athletics Benchmarking

#### Mike Madden: Day-to-Day Project Manager

Mike joined Tripp Umbach in 2014 as a Project Director focusing on planning and economic development projects across a multitude of sectors including healthcare and higher education. His skill set at Tripp Umbach includes both quantitative and qualitative analysis and reporting. He is able to understand difficult concepts and projects quickly and is skilled at developing a clear path to complete a project, which exceeds client expectations. Mike is extremely adept at facilitating meetings and interviews with a wide variety of audiences. His approach to project research and report writing is thorough and comprehensive.

His clients include the University of Tennessee Athletics Department, the University of Tennessee Health and Science Center, the University of Nebraska Medical Center, Penn Highlands Healthcare, as well as direct roles with the Metropolitan Hospital Council of New Orleans, Geisinger Health System, and Claxton-Hepburn Medical Center.

Mike is currently conducting an economic impact study for the University of Tennessee Athletics Department, which aims to measure the economic impact of the University's Athletics Department on the city of Knoxville, Knox County, and state of Tennessee.

Mike holds a Master's of Public and International Affairs from the Graduate School of Public and International Affairs at the University of Pittsburgh. His undergraduate degree in Political Science was granted by Slippery Rock University in Pennsylvania.

#### Julie Chmiel, Principal Advisor

Since 2005, Julie has successfully managed studies for clients throughout the United States. She serves as a Principal Project Director for Tripp Umbach and has worked on numerous economic impact, feasibility, bioscience marketing, community health, market research, and strategic planning studies. She has experience conducting projects for major hospitals, healthcare organizations, and colleges and universities. Julie's strength's are group facilitation and quantitative and qualitative research.

Julie's work and leadership on consulting assignments for hospitals and higher education clients such as, Ohio State University, University of Pennsylvania School of Medicine, Penn State University, Florida International University, Highmark Blue Cross/Blue Shield, Cleveland Clinic, and Claxton-Hepburn Medical Center has provided her clients with the necessary data and strategy to be successful. **Note: In 2014, Julie worked with the NSHE to complete the business plan to expand public medical education statewide.** 

Julie has also served as a Report Analyst and IT/Engineering Recruiter for Yoh- A Day and Zimmerman Company. She developed weekly financial/cost analysis/market trend reports for 16 lines of business (9 offices) throughout the West/Southwest during her two years while living in San Diego, CA. Julie was also the Wellness Council Representative for Yoh.

Julie holds a M.A. in Counseling from Adams State University and B.S. in Communications Media with a concentration in Statistics from Indiana University of Pennsylvania.

#### Ha Pham, Principal Advisor

As a Tripp Umbach Principal Project Director based in Baltimore, Maryland, Ha has worked on various community health, market research and employee satisfaction studies for clients throughout the United States. She has extensive experience conducting research projects for major hospitals, colleges and universities, and leading companies statewide.

Ha has worked with Lenox Hill Hospital, United Way Butler County, Butler Health System, NY Health and Hospitals Corporation, West Penn Allegheny Health System, New York Downtown Hospitals, Bronx Health Link, Bronx Lebanon Hospital, and the Pittsburgh Post-Gazette.

In addition to her years of experience at Tripp Umbach, Ha had worked for Public Health Foundation, a non-profit organization who provides the community with information on and about the infrastructure of the nation's public health system and tracking health objectives and health indicators.

Ha holds a dual major from the University of Pittsburgh in Communications Science and Communications Rhetoric.

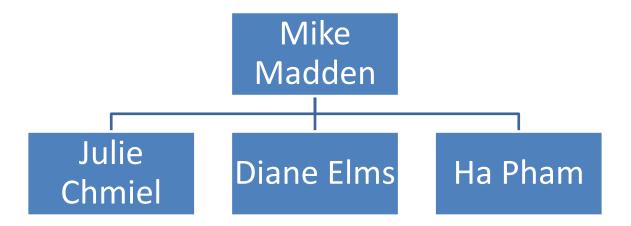
#### Diane Durkin Elms, Senior Project Director

Diane contributes a dynamic personality coupled with a strong analytical skill-set to deliver a heightened aptitude in strategic planning and leading teams. Her ability to connect with people and projects allows her to rapidly understand needs and fuel the development of a collaborative vision and drive success. She is perceptive and highly adept at bringing together diverse groups of stakeholders to reach a common goal. Diane's data-driven approach, combined with her desire to help clients get to the next level, makes her an asset to any project team and client. She has embraced the concept of continuous improvement both professionally and personally, driven from years of Lean Six Sigma methodology training and industry practice.

Prior to joining Tripp Umbach, Diane's experience has been research and business analysis for University of Pittsburgh Medical Center Sports Psychology, PPG Industries, and United States Steel Corporation. Diane advanced through the ranks at United States Steel Corporation from a Business Analyst to Project Manager Commodity Team Lead; achieving \$74 million in annual cost improvements. Diane worked to build and lead many cross-functional teams inclusive of accountants, plant operations, union representatives, environmental and safety compliance officers, and executive level senior management in order to reduce waste and drive profitability.

Diane holds a Bachelor of Science in Business Administration from Duquesne University with three specialties in Supply Chain Management (healthcare), Marketing, and Sports Marketing.

#### **Tripp Umbach Organizational Chart for NSHE Athletics Benchmarking**



#### **Tripp Umbach Summary of Similar Consulting Services**

Mike Madden, Julie Chmiel, Ha Pham, and Diane Durkin Elms all have relevant expertise within the realm of project management and consulting all actively working in the Tripp Umbach research fields of market research, strategic planning, and economic impact. Please the above sections regarding Tripp Umbach clientele and also relevant recent work experiences.

#### 3. Study Approach and Management

#### **Approach**

#### **General Approach**

Tripp Umbach will conduct the study of the athletic programs at UNLV and UNR to determine the following objectives:

- 1. The current competitiveness of each university within the Mountain West Conference
- 2. The performance of each university relative to other institutions and conferences
- 3. The possibilities for future athletic conference affiliation

The study conducted by Tripp Umbach will address and provide a complete analysis of the following key questions:

- 1. Are UNR and UNLV "competitive" within the Mountain West Conference?
- 2. What are the relevant factors of competitiveness?
- 3. Where do UNR and UNLV rank relative to other members of the Mountain West Conference in the relevant factors of competitiveness?
- 4. What additional investments will UNR and UNLV need to make in order to increase their competitiveness within the Mountain West Conference?

The study will focus on providing information and data that will assist the Committee in determining the relative level of competitiveness of both UNLV and UNR among members of the Mountain West Conference and other institutions and conferences based on the various factors of competitiveness. This study will be research intensive and rely on data available through various sources, such as the Department of Education and NCAA.

#### **Phases**

Tripp Umbach proposes conducting the study in two phases. The approach, as explained above, would be conducted in a 5-month time frame, with Phase 2 completed in 3 months following Phase 1.

Phase 2 will answer the following questions:

1. Where do UNR and UNLV rank relative to a representative sample of the members of the Pac 12 and Big 12 conferences in the relevant factors of competitiveness?

2. What additional investments would UNR and UNLV need to make in order to be competitive within the Pac-12 or Big 12 conferences?

#### **Deliverables**

The deliverables and services of this project will include:

- Tripp Umbach will facilitate a project kick-off meeting with the project team; including
  Tripp Umbach consultants and client representatives (UNR and UNLV). The project kickoff meeting will serve to align project goals and deliverables between Tripp Umbach
  consultants and the client.
- Following the kick-off meeting, Tripp Umbach will begin gathering, studying, and analyzing data related to the Factors of Competitiveness (Institutional Profile, Athletic Census, Athletic Expenses, Athletic Revenues, Administrative Services and Support, Academic Performance, Scholarship Awards, and Athletic Facilities). In conducting this analysis, Tripp Umbach will gather publically available data. Any relevant data that the client has available will be requested by the Tripp Umbach project team and included in the study. For the data analysis piece of the project, Tripp Umbach will focus on benchmarking UNR and UNLV in comparison of competitiveness to all other members of the Mountain West Conference and all members of the PAC 12 and Big 12 for Phase 2, if optioned.
- Tripp Umbach will conduct phone interviews with key stakeholders from UNR and UNLV. Interviewees may include: athletic directors, compliance officers, and other personnel.
- Tripp Umbach will facilitate one mid-project update call to work with the project team.
   This meeting is to ensure that the direction, accuracy, and completeness of the project are in line with the project team's expectations.
- Tripp Umbach will develop a final written report of the findings regarding Phase 1 of the study (benchmarking against the Mountain West Conference). Tripp Umbach will solicit feedback from the client on the report and revise the report incorporating all feedback.
- A second phase, Phase 2, will be completed in an additional two month period, finishing with a second report benchmarking UNLV and UNR to members of the Pac 12 and Big 12 Conferences.

## **Schedule of Project:**

### Phase 1

Timeframe	Project Step
Month	Project Kick Off Call and Continual Project Management
1	<ul> <li>Finalize project goals and deliverables</li> <li>Begin gathering data/information</li> <li>Draft key stakeholder guides</li> </ul>
Months	Research and Benchmarking
1 - 3	<ul> <li>Tripp Umbach will gather and collect all relevant data regarding the Factors of Competiveness (Institutional Profile, Athletic Census, Athletic Expenses, Athletic Revenues, Administrative Services and Support, Academic Performance, Scholarship Awards, and Athletic Facilities).</li> <li>The information for these Factors will be gathered through various databases, including, but not limited to, the Department of Education and the NCAA.</li> <li>Tripp Umbach will create a robust profile of the Factors of Competiveness, using those profiles to benchmark those Factors with others from the Mountain West Conference.</li> </ul>
Month	Key Stakeholder Phone Interviews
3	<ul> <li>Tripp Umbach will interview key stakeholders at both UNR and UNLV including athletic directors, compliance officers, and other personnel with knowledge or information necessary to complete the study.</li> <li>A final list of interviewees will be determined by UNR and UNLV at the onset of the project.</li> </ul>
Month	Preliminary Report
4	<ul> <li>Tripp Umbach will prepare a preliminary written report for review and consideration by the Chair of the Committee. The Chair may provide initial feedback to Tripp Umbach concerning the form and content of the preliminary study or direct the consultant to provide additional information and analysis for inclusion in the final report and presentation.</li> </ul>
Month	Final Report and Presentation
5	<ul> <li>Tripp Umbach will prepare a final written report for review and consideration by the Committee.</li> </ul>

<ul> <li>The final report will include a complete analysis of the key questions and a concise and user friendly summary of the data relevant to the factors of competitiveness.</li> </ul>
<ul> <li>The final report will include an explanation of the source any data and note any assumptions or irregularities in the data that might impact the analysis and conclusions.</li> </ul>
<ul> <li>Tripp Umbach will give a presentation to the Committee summarizing the findings and analysis of the final report.</li> </ul>

## Phase 2 (if optioned)

Timeframe	Project Step
Months	Research and Benchmarking
1 - 2	<ul> <li>Tripp Umbach will gather and collect all relevant data regarding the Factors of Competiveness (Institutional Profile, Athletic Census, Athletic Expenses, Athletic Revenues, Administrative Services and Support, Academic Performance, Scholarship Awards, and Athletic Facilities).</li> <li>The information for these Factors will be gathered through various databases, including, but not limited to, the Department of Education and the NCAA.</li> <li>Tripp Umbach will create a robust profile of the Factors of Competiveness, using those profiles to benchmark those Factors with others from the Pac 12 and Big 12 Conferences.</li> </ul>
Month	Final Study and Presentation
3	<ul> <li>Tripp Umbach will prepare a final written report for review and consideration by the Committee with the same composition of that in Phase 1.</li> </ul>

#### Communication

Tripp Umbach and the project team will hold weekly or biweekly calls (depending on the client's preference) for consistent communication regarding the progress and direction of the project. This applies for Phase 1 and Phase 2.

#### **Controls**

By agreeing to the following, Tripp Umbach believes that the weekly or biweekly calls, the outlined schedule of deliverables, and the outlined budget will ensure the controlled progression and nature of the project.

#### 4. Competing Workload and Staffing

Currently, the Tripp Umbach team is well-equipped to handle the workload for this study. The Tripp Umbach team (Mike, Diane, Ha, and Julie) possesses a workload right now that is two projects per Tripp Umbach employee. The internal cap for a Tripp Umbach project director is 4. In addition to the core four project directors, Tripp Umbach is staffed with internal project extenders that would be able to aid in research if necessary.

#### TERMS OF ENGAGEMENT

To retain Tripp Umbach to perform the program of research outlined above, please sign this contract in the space provided below (keep a copy for your records and return to Tripp Umbach). This document will then serve as an agreement between Tripp Umbach and NSHE. Tripp Umbach will undertake this project subject to the following terms and conditions:

#### Confidentiality

Contractor shall treat all information relating to the activities of NSHE, its subsidiaries or affiliates, as confidential and shall not disclose such information to any other party unless and until asked to do so, in writing, by clients. This covenant shall survive the termination of this agreement.

- The contractor shall maintain the highest standards of integrity in the performance of this contract and shall take no action in violation of state or federal laws, or regulations.
- The contractor shall not disclose to others any confidential information gained by virtue of this contract.
- The contractor shall not, in connection with this or any other contract or agreement, directly or indirectly, offer, confer, or agree to offer or confer any pecuniary benefit on anyone as consideration for decision, opinion, recommendation, vote, or other exercise of discretion.
- The contractor shall not, in connection with this or any other contract or agreement, directly or indirectly, offer, give, or agree or promise to offer or give to anyone any gratuity of the benefit of or at the direction or request of any officer or employee of the two sponsoring organizations.
- The contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

#### **Liability and Insurance**

• The contractor shall perform its services under this contract as an independent contractor and shall provide public liability, property damage, workers' compensation insurance, insuring as they may appear, the interests of all parties to this contract against any and all claims which may arise out of contractor's operations under the terms of this contract. The contractor shall accept full responsibility for the payment of premiums for workers' compensation and social security as well as all income tax

- deductions and other taxes or payroll deductions required by law for its employees who are performing services specified by this contract.
- Tripp Umbach cannot be held liable for any use by the sponsoring organization of the information or reports generated by the services outlined herein. Tripp Umbach is supplying market and economic information only: any use of the provided information by the client is strictly beyond Tripp Umbach's control and Tripp Umbach accepts no liability for the client's use of the research, data, findings, information or reports generated by Tripp Umbach's services.
- By signing this Agreement, Tripp Umbach hereby covenants and agrees to indemnify and hold NSHE harmless against and from any and all losses, damages, expenses, obligations, claims and costs, arising out of the use of the research, data, findings, information or reports provided by Tripp Umbach under this Agreement.

#### **Interest of Contractor**

- The contractor certifies and agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The contractor further certifies and agrees that in the performance of this contract, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of the contractor or any of its officers or directors have such an adverse interest.
- Termination for Convenience The sponsoring organizations or contractor may terminate this contract at any time by giving written notice to the other party of such termination by specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

# 

\_(address)

For Tripp Umbach:

## PRICING RESPONSE FORM

# 661-KO CONSULTANT TO PROVIDE ATHLETICS COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA, RENO AND

THE UNIVERSITY OF NEVADA, LAS VEGAS



## SECTION E PRICING RESPONSE FORM

#### 1. Phase 1 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase I of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost. All costs not identified will be the responsibility of the selected Proposer.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	Phase 1 of the Study	(	Dollars	\$40,000	\$40,000
				\$	\$
				\$	\$
				\$	\$
				\$	
					\$
				\$	\$
				\$	\$

Total Estimated Cost of Phase 1 of the Study \$ 40,000

B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below)
that will be billed to NSHE for completion of Phase 1 of the Study. Please provide the maximum dollar amount
that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic
Competitiveness and Benchmarking Study. \$_40,000

**C.** If NSHE shall be expected to pay reimbursable costs (excluding travel), please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

Please see attached document for detailed cost.

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RFP 661-KO		

D. Travel: Provide travel costs required to complete Phase 1 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or a do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	Please see description			\$	\$
	Please see description on next page.				
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Travel Costs Not to Exceed \$ 10,390

Phase Z

#### **Phase 1 Travel**

Travel based on the following:

- UNLV Campus Visit 1: Jeff Schemmel, Kevin Weiberg, Heather Ould
- UNLV Campus Visit 2: Jeff Schemmel, Kevin Weiberg
- UNR Campus Visit 1: Jeff Schemmel, Kevin Weiberg, Heather Ould
- UNR Campus Visit 2: Jeff Schemmel, Kevin Weiberg
- Presentation Visit: Jeff Schemmel, Kevin Weiberg

Ideally we would schedule the UNLV and UNR campus visits in the same week which would further contain costs, however this may not be feasible based on each department's schedule. The current budget is based on separate trips to the institutions.

Phase 1	Rate	Qty	Total
Airfare from Atlanta to Las Vegas	350	4	1400
Airfare from Atlanta to Reno	400	2	800
Airfare from Wichita to Las Vegas	450	3	1350
Airfare from Wichita to Reno	550	2	1100
Hotel Room	150	18	2700
Meal Per Diem	70	20	1400
Airport Parking	20	20	400
Rental Car	60	14	840
Misc Travel- Mileage, gas for rental, etc		400	
	\$ 10,390		

#### 2. Optional Phase 2 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase 2 of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	Phase 2 of the Study			\$ 50,000	\$50,000
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Estimated Cost of Phase 2 of the Study \$ 50,000

В.	NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. \$ 50,000
C.	If NSHE shall be expected to pay reimbursable costs (excluding travel). Please detail what those costs
	Please see a Hached document for detail cost.

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#### RFP 661-KO

**D.** Travel: Provide travel costs (if applicable) required to complete Phase 2 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	Please see description On next page				
	on next page			\$	\$
	. 0				
				\$	\$
***************************************				\$	\$
				\$	\$
				\$	\$

Total Travel Costs Not to Exceed \$ 7,60 Phase 2

3. In the event that NSHE may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the hourly rate(s) for those services.

#### Phase 2 Travel

Travel based on the following:

- UNLV Campus Visit 1: Jeff Schemmel, Kevin Weiberg, Heather Ould
- UNR Campus Visit 1: Jeff Schemmel, Kevin Weiberg, Heather Ould
- Presentation Visit: Jeff Schemmel, Kevin Weiberg

Ideally we would schedule the UNLV and UNR campus visits in the same week which would further contain costs, however this may not be feasible based on each department's schedule. The current budget is based on separate trips to the institutions.

Phase 2	Rate	Qty	Total
Airfare from Atlanta to Las Vegas	350	4	1400
Airfare from Atlanta to Reno	400	1	400
Airfare from Wichita to Las Vegas	450	2	900
Airfare from Wichita to Reno	550	1	550
Hotel Room	150	14	2100
Meal Per Diem	70	14	980
Airport Parking	20	20	400
Rental Car	60	8	480
Misc Travel- Mileage, gas for rental, etc		400	
	\$ 7,610		





## 661-KO

# CONSULTANT TO PROVIDE ATHLETICS COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA, RENO AND THE UNIVERSITY OF NEVADA, LAS VEGAS

#### **Attention:**

Kelly Owsley, Senior Purchasing Analyst Kelly.owsley@unlv.edu

Phone: (702) 895-4385 Fax: (702) 895-3859

## **Proposal**

January 14, 2016 @ 3:00 PM PST



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College Sports Solutions (CSS) is pleased to propose services to the Nevada System of Higher Education (NSHE) for consulting services to complete an athletics competitiveness and benchmarking study. The following provides our solution to address the athletic departments of the University of Nevada, Reno ("UNR") and the University of Nevada, Las Vegas ("UNLV") as noted within Phase I and II of the Request for Proposal.

### 1. Company Background, Experience and References

#### A. Executive Summary

Provide a company description, history and high-level corporate overview.

Jeff Schemmel is the founder and president of College Sports Solutions. Schemmel launched CSS in 2013, after leading the College Division of JMI Sports from 2011-2013.

College Sports Solutions (CSS) is a leading full-service and integrated provider of collegiate athletic consulting, strategies and solutions to universities, intercollegiate conferences, and collegiate organizations. Areas of service include:

- Comprehensive assessments and evaluations of collegiate athletic departments, including analysis of internal and external operations, revenue production and operational efficiencies, organization, staffing, risk management, compliance, student-athlete welfare and experience, Title IX/gender equity, and multimedia rights.
- Administrator and Coach Executive Searches, providing comprehensive search services, including
  confidential recruitment and vetting of candidates, handling of all search logistics, background
  assessments, interview process, negotiation of employment agreement, and advice and counsel
  to the hiring authority throughout the process.
- NCAA reclassification and certification, and conference affiliation.

Our approach to each phase of the project as outlined within the RFP includes:

- Initial meeting with the Committee on Athletics
- Campus visits to each respective institution
- Data Collection
- Data Analysis and Recommendations
- Development of the Report
- Development of a Presentation Document

#### B. Company's Background

- NSHE is expecting to work with a team of consultants who have significant and relevant
  experience working on projects similar to those described in this solicitation. For the
  specific members of the team chosen to work on the NSHE Study, indicate their specific
  experience relative to providing consulting and analysis similar to the Scope of Work
  specified within this RFP.
  - i. How many total athletics competitiveness and benchmarking studies or similar engagements have members of the team completed in the last five (5) years? Over the past five years College Sports solutions has completed 10 similar athletics studies. Team members have completed more than 25 studies inclusive of work for higher education institutions and athletic conferences.
  - ii. How many athletics competitiveness and benchmarking studies or similar engagements have members of the team completed with higher education institutions or higher education systems in the last five (5) years?
    College Sports Solutions and its team members have completed approximately 20 studies. These include the eight by College Sports Solutions in which team members listed have participated, and other work done with previous organizations over the five years.
- 2. 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? List companies with which you have "partnership" arrangements.
     College Sports Solutions is a Limited Liability Corporation (LLC). There are no companies with whom CSS has partnership arrangements.
  - ii. Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?

No

- iii. Identify the number of employees in your Company.
  - Jeff Schemmel is the sole full-time employee of College Sports Solutions. He directs all business development and intercollegiate industry relations and provides handson services uniquely offered by CSS, while managing an internal and external team of industry-leading consultants. Our consulting team at CSS is made up of the following professionals:
  - Rick Bay: Former Athletic Director, Ohio State University, University of Oregon and Minnesota
  - Carrie Cecil: Founder and President, Anachel Communications
  - Rudy Davalos: Former Athletic Director, University of New Mexico and University of Houston
  - Deloss Dodds, Former Athletic Director, Texas and Kansas State
  - Kristi Dosh: ESPN College Sports Business Analyst
  - Tedi Ellison: Former Director of Compliance, Texas A & M University

- Steve McDonnell, Former Director of Academics, Texas A & M, Iowa State, Colorado State
- Heather Ould: Former Chief Operating Officer, Collegiate Consulting
- Gary Karner: Commissioner, Wisconsin Intercollegiate Athletic Conference
- Tom Moe: Former Athletic Director, University of Minnesota
- Danny Morrison: President, Carolina Panthers and former Athletic Director, TCU
- Allison Rich: Senior Associate Athletic Director/SWA, Princeton
- Judy Rose: Athletic Director, University of North Carolina, Charlotte
- Kevin Weiberg, former Commissioner, Big Twelve Conference
- 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.

  No
- 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.
  - There are no conflicts of interest.
- viii. Disclose any conflicts of interest you or your Company may have with UNLV, UNR, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.

  There are no conflicts of interest.

No

C. Identify three customers for whom consultant has completed similar projects.

The customers/projects provided should have been performed by one or more of the team members proposed for NSHE's project. The examples should be of work done on campuses or organizations similar to UNLV and UNR in size and complexity.

The following provides information for three similar projects including the University of Alabama at Birmingham, Oregon State University, and Auburn University.

#### **University of Alabama at Birmingham**

1720 2nd Ave S Birmingham, AL 35233 **Project completed:** 2015

#### Institutional contact person:

Mr. Wes Smith - Chair, Task Force on Intercollegiate Athletics President, UAB National Alumni Society President

Phone: 205 583-3516

Email: wsmith@mayerelectric.com

**General description of the engagement:** CSS was contracted to provide an analysis for the feasibility of reinstating football, bowling, and rifle at the institution. This included benchmarking within the current conference and other FBS conferences. In addition, an analysis was done should the sports not be reinstated and how to be competitive within a new conference.

**Primary responsibilities assumed by your company on each project:** CSS completed interviews, benchmarking, additional supplementary research, pro forma, and a final report. In addition the project included analysis of the pro formas developed by an accounting firm.

# Names and related responsibility of the consultant team members primarily responsible for doing the work:

- Jeff Schemmel: Primary point of contact and project lead. Mr. Schemmel was actively involved in all facets of the project.
- Rick Bay: Conduct interviews, report writing, data review
- Rudy Davalos: Conduct interviews, data review
- Heather Ould: Research, benchmarking, pro forma development, report writing, conduct interviews
- Kristi Dosh: Research, benchmarking, report writing, conduct interviews

Explanation of why these studies/analyses are comparable to the one proposed at NSHE:

This project included benchmarking and analysis of the current conference and potential other conferences to place UAB at a competitive level. The benchmarking involved both institution and athletic measurements. Similar to this RFP, the CSS team drew from various sources for data collection to provide a comprehensive assessment. In addition, this project involved working with an ad hoc committee and the intercollegiate athletics department.

Original project budget amount, final project amount, and whether the project was completed within budget, if not, describe contributing factors: The original budget for the project was \$150,000. The project was completed within budget. The final project amount was \$150,000.

Number of days allotted for project completion and whether the project was completed as scheduled, if not, describe contributing factors: The project was completed in an expedited timeline which contributed to the total fee charge. There was a 40-day turnaround from project award (April 6) to final report submitted to UAB (May 15). The report was delivered by May 15 to UAB.

#### **Auburn University**

392 S Donahue Drive Auburn, Alabama 36849 **Project completed:** In progress

#### Institutional contact person:

Mr. Jay Jacobs Director of Athletics Auburn University Phone: 334.844.9891

Email: jacobjo@auburn.edu

**General description of the engagement:** CSS was contracted to complete an assessment regarding Auburn athletics revenue and expenditures as well as provide advisement regarding multi-media rights agreement.

Primary responsibilities assumed by your company on each project: Overall review and analysis of revenue production, including maximization of current sources and identification of new sources of revenue. Review and analysis of overall administrative operation with recommendations on efficiencies relative to operational spending. Specific review and analysis of multi-media rights, which resulted in Auburn taking those rights to the market. We estimate increases for Auburn in annual revenue from this exercise to be a minimum of \$5 Million per year.

Names and related responsibility of the consultant team members primarily responsible for doing the work:

- Jeff Schemmel: Primary point of contact and project lead. Mr. Schemmel was actively involved in all facets of the project.
- Kevin Weiberg: Primary focus was revenue production, particularly multi-media rights.

Explanation of why these studies/analyses are comparable to the one proposed at NSHE:

This project included benchmarking and analysis of the peer institutions, particularly in the area of revenue production and operational efficiencies. Similar to this RFP, the CSS team drew from various sources for data collection to provide a comprehensive assessment.

Original project budget amount, final project amount, and whether the project was completed within budget, if not, describe contributing factors: Original budget was \$15,000 per month retainer for one year, or until multi-media rights project completed, whichever comes first. The project is currently ongoing.

Number of days allotted for project completion and whether the project was completed as scheduled, if not, describe contributing factors: The original project had a six month time frame for review, analysis and benchmarking, with the subsequent multi-media rights project having a one year timeline with the possibility of early completion upon multi-media rights project completion. The multi-media rights project is presently in progress.

#### **Oregon State University**

1500 SW Jefferson Street Corvallis, OR 97331

**Project completed: 2015** 

#### Institutional contact person:

Dr. Edward Ray President

Phone: 541-737-8260

Email: Ed.ray@oregonstate.edu

**General description of the engagement:** CSS was contracted to complete an assessment regarding Oregon State athletics revenue and expenditures.

**Primary responsibilities assumed by your company on each project:** Review and analysis of all revenue production, with focus on University support for athletics, multi-media rights, and the concept of a private athletic association to gain operational efficiencies.

# Names and related responsibility of the consultant team members primarily responsible for doing the work:

- Jeff Schemmel: Primary point of contact and project lead. Mr. Schemmel was actively involved in all facets of the project.
- Kevin Weiberg: Conduct interviews, provide recommendations
- · Heather Ould: Research, benchmarking

#### Explanation of why these studies/analyses are comparable to the one proposed at NSHE:

This project included benchmarking and analysis of the current conference. Similar to this RFP, the CSS team drew from various sources for data collection to provide a comprehensive assessment.

Original project budget amount, final project amount, and whether the project was completed within budget, if not, describe contributing factors: Original and Final Budget was \$25,000. The project was completed within budget.

Number of days allotted for project completion and whether the project was completed as scheduled, if not, describe contributing factors: Four (4) months allotted timeline and the project was completed as scheduled.

#### 2. Experience and Team

A. Describe why your Company's experience fits with NSHE's needs for consulting services to provide an athletics competitiveness and benchmarking Study for UNLV and UNR. Detail any access to data sets or databases that Company may have that could assist the Company in the Study. (Maximum 4 pages)

The CSS team is uniquely equipped to provide services to the NSHE and the Committee on Athletics based on several factors. Our team's experience of more than 65 years, combined with extensive knowledge of the three conferences identified within the scope of services, provides NSHE with unmatched expertise. In addition, Mr. Weiberg has served in leadership positions as Commissioner of the Big 12 and Deputy Commissioner of the Pac-12. Mr. Schemmel has been in a leadership role at the NCAA and a Mountain West Conference institution, and understands the conference landscape.

Ms. Ould is a research professional who has spent a significant portion of her career doing such research specifically within intercollegiate athletics. In addition to benchmarking, she has experience in qualitative research. She has completed benchmarking of athletic and institution research components at more than 50 institutions. She has also worked directly with conference offices relative to new member evaluation including benchmarking and analysis of potential members. She has been trusted and called upon by many of the nation's intercollegiate athletic professional associations, including:

- National Association of Collegiate Directors of Athletics (NACDA)
- International Collegiate Licensing Association (ICLA)
- National Association of Collegiate Marketing Administrators (NACMA)
- National Association of Athletic Development (NAAD)
- Division II Athletics Directors Association (D2ADA)

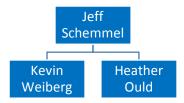
There are significant data sets and databases that will be used as part of this project. These include:

- Integrated Postsecondary Education Data System
- National Center for Education Statistics
- Equity in Athletics Disclosure Act database
- USA Today Sport Finances, NCAA Salaries
- NCAA Databases APR, GSR

The RFP specifies use of our own resources. In addition to these outlined, we will pursue copies of conference benchmarking surveys through our contacts within the industry. Ideally UNLV and UNR would also share login access to the NCAA financial reporting system. This will allow for data comparison to the identified conference based on the NCAA submitted information.

Other information outside of existing databases gathered may include summary research by organizations like:

- NCAA Revenue and Expenses Report
- NCAA Sports Sponsorship and Participation Rates Report
- NACDA Directors' Cup Standings
- Nielson DMA Rankings
- B. Provide a list of the consulting staff that will be assigned to the Study.
  - Jeff Schemmel, Founder and President
  - Kevin Weiberg, Consultant
  - Heather Ould, Consultant
- C. Provide an organizational chart that reflects how the team will be structured.



D. For each of the proposed members of the project team provide a summary of their experience on providing similar consulting services to higher education institution or equivalent including:

#### <u>Jeff Schemmel (professional biography later within this document)</u>

- a. Clients and dates of major engagements:
  - University of Utah, 2015-16
  - Oregon State University, 2015
  - University of Alabama at Birmingham, 2015
  - Auburn University, 2013-16
  - University of South Florida, 2015-16
  - UTSA, 2013-15
  - University of Northern Iowa, 2014-15
  - Alabama State University, 2014
  - Alabama A&M University, 2014
  - Presbyterian College, 2013-14
- b. Summary of the tasks performed for each of the major engagements listed:
  - **University of Utah:** Primary point of contact for the client leading the strategic planning process.
  - Oregon State University: Primary point of contact for the client.
  - **University of Alabama at Birmingham:** Primary point of contact for the client, proforma development, drafting of the final report document.
  - Auburn University: described hereinbefore

- **USF:** Strategic Planning, revenue and operations
- UTSA: Facilities analysis, revenue analysis
- UNI: Strategic Planning, revenue and operations
- Alabama State University: Benchmarking and feasibility study
- Alabama A&M University: Benchmarking and feasibility study
- Presbyterian College: Revenue analysis
- **c. Area of expertise:** Business operations, revenue production, legal, student-athlete welfare, academics, compliance
- d. Relevant certifications:

Juris Doctor, Washburn University School of Law

Bachelor of Science in Political Science, Kansas State University

e. Progression through the Proposer's organization and/or through the profession.

2013-Present: Founder and President, College Sports Solutions

2011-2012: Managing Director, JMI Sports-College Division

2005-2009: Athletic Director, San Diego State University

**2004-2005:** Associate Commissioner for Governance and Legal Affairs, Conference USA

**2003-2004:** Senior vice president and Executive Director of Development, Arizona State University

**1993-2003:** Senior Associate Athletics Director and Chief Operating Officer, University of Minnesota

1991-1993: Director of Compliance, University of Minnesota

**1998-1991:** Associate Athletic Director for Development and Compliance, Kansas State University

#### **Kevin Weiberg**

- a. Clients and dates of major engagements:
  - University of Utah, 2015-16
  - Oregon State University, 2015
- b. Summary of the tasks performed for each of the major engagements listed
  - **University of Utah:** Provide expertise and guidance relative to planning and competitiveness within the Pac-12.
  - **Oregon State University:** Provide expertise and guidance relative to revenue generation within the Pac-12.
- c. Area of expertise: Pac-12, Big 12, Big Ten, Revenue Generation, Operations, Media
- d. Relevant certifications:

Master of Science in Athletics Administration, Western Illinois University Bachelor of Science in Education, Kansas State University

e. Progression through the Proposer's organization and/or through the profession.

**2014-Present:** Consultant, College Sports Solutions

2010-2014: Deputy Commission/Chief Operating Officer, Pac-12

**2009-2010:** Chief Executive Officer, iHoops (now part of USA Basketball)

2007-2008: Vice President, Big Ten Network

**1998 - 2007:** Commissioner, Big 12 Conference. While with the Big 12, Mr. Weiberg also had the following appointments:

2004-2005: Coordinator of the Bowl Championship Series

2001-2003: Member of the NCAA Division I Men's Basketball Committee

**1989-1997:** Associate Commissioner then promoted to Deputy Commissioner, Big Ten Conference

#### **Heather Ould**

- a. Clients and dates of major engagements:
  - University of Utah, 2015-16
  - Oregon State University, 2015
  - University of Alabama at Birmingham, 2015
  - Embry Riddle Aeronautical University, 2014
- b. Summary of the tasks performed for each of the major engagements listed
  - University of Utah: Benchmarking in comparison to the Pac-12 as part of the strategic planning process.
  - **Oregon State University:** Benchmarking in comparison to the Pac-12 in comparison to a revenue assessment.
  - University of Alabama at Birmingham: Benchmarking, Pro Forma development, report writing. Benchmarking research completed for Conference USA, Missouri Valley, Atlantic 10, Sun Belt, Mid-American Conference.
  - Embry-Riddle: Benchmarking and feasibility study.
- c. Area of expertise: Benchmarking, Research, Market Research
- d. Relevant certifications:

Master of Science Sport Administration, Georgia State University Bachelor of Science Exercise and Sport Science, University of Georgia

e. Progression through the Proposer's organization and/or through the profession.

2014 - Present: Consultant, College Sports Solutions

**2007-2014:** Chief Operating Officer, Collegiate Consulting **2006**-2007: Association County Commissioners of Georgia

**2001-2005:** Consumer Insights Project Manager, Strottman International Inc.

#### E. Provide resumes of the key team members that will be working on the Study.

#### Jeff Schemmel, Founder and President

Jeff Schemmel is the founder and president of College Sports Solutions (CSS), a leading full-service and integrated provider of collegiate athletic consulting, strategies and solutions to universities and intercollegiate conferences. Schemmel launched CSS in 2013, and oversees all areas of operations including new business development, all intercollegiate and athletic consulting services, and management of CSS's team of industry-leading consultants. Prior, Schemmel was instrumental in launching the college division of JMI Sports. He has brought many of those same services and consultants with him to CSS.

Schemmel has over 25 years of intercollegiate athletics management experience. A former Athletic Director, he has served in key leadership positions within the NCAA, the Mountain West Conference and Conference USA, and at schools in the Big 12, Big Ten, and Pac-12 conferences.

Schemmel was director of athletics at San Diego State University. During his tenure, he negotiated the school's first comprehensive apparel/equipment contract with Nike and the first marketing/media contract, and was responsible for hiring and retaining many of the school's successful coaches and administrators. He served as chair of the NCAA Division I Championship and Sports Management Cabinet. Prior to that, Schemmel was Associate Commissioner for Governance and Legal Affairs at Conference USA, where he was involved in the negotiation of the league's broadcast rights contracts, and was a member of the NCAA Division I Management Council. In 2003, Schemmel was at Arizona State University as senior vice president and executive director of development for the ASU Foundation. Schemmel served 13 years at the University of Minnesota as associate athletic director/director of compliance before being promoted to senior associate athletic director/COO. He was responsible there for all day-to-day operations, and directed NCAA and Big Ten Conference Championships hosted by the university. He served as executive director of the Twin Cities Organizing Committee for the 2001 NCAA Men's Basketball Final Four.

Schemmel holds a Juris Doctor degree from Washburn University School of Law in Topeka, Kansas and earned a Bachelor of Science in Political Science from Kansas State University, where he was an NCAA champion in track and field. He began his athletics administration career in 1988 at his alma mater, serving as associate athletic director for development and compliance. Prior to that he practiced law for ten years in Topeka, Kansas, with specialty in corporate and sports law.

#### **Kevin Weiberg, Consultant**

Kevin Weiberg has been at the forefront of a number of the significant changes that have impacted the collegiate sports landscape over the past 35 years. After serving in athletic departments at Wichita State University and the University of Maryland, College Park in the 1980s, Weiberg was named an associate commissioner of the Big Ten Conference in 1989. He was part of Commissioner Jim Delany's initial administrative team and played a significant role in the integration of Penn State University to Big Ten membership in 1990. He was promoted to deputy commissioner during his decade-long service in the Big Ten office and participated in a number of major media negotiations and NCAA reform initiatives.

In 1998, Weiberg was hired as the second commissioner of the Big 12 Conference. Over a nine-year tenure as commissioner, Weiberg led the Conference through a period of significant growth and stability. The revenue distribution to Big 12 members more than doubled and exposure for the Conference increased substantially. Weiberg served in a number of key national roles during the period including Coordinator of the Bowl Championship Series in 2004 and 2005 and as a member of the NCAA Division I Men's Basketball Committee from 2001-03.

Weiberg returned to the Big Ten Conference in 2007 serving as a vice president of the newly formed Big Ten Network. Working closely with Big Ten universities, Weiberg helped to lay the foundation for the Network that has become a tremendous revenue source and exposure vehicle for the Conference. In 2009, the late NCAA President Myles Brand and former NBA Commissioner David Stern offered Weiberg the opportunity to lead a joint NCAA and NBA youth basketball initiative. Weiberg served as the first CEO of the organization, iHoops, which is now part of USA Basketball.

Weiberg was named Deputy Commissioner and Chief Operating Officer of the Pac-10 Conference in the spring of 2010. Working closely with Commissioner Larry Scott, he was involved in all of the key transformative steps of the Conference including expansion to 12 members with the addition of the University of Colorado, Boulder and the University of Utah. Following expansion and the successful rebranding of the Conference to Pac-12, the Conference completed an historic television agreement with ESPN and Fox that was the largest collegiate licensed rights agreement in college sports history. Shortly thereafter, the Pac-12 reached agreement with the nation's major cable television companies to launch Pac-12 Networks, a wholly-owned media company of the member universities. Pac-12 Networks has significantly expanded the number of televised sports events and overall exposure for Conference teams and student-athletes.

Weiberg retired from his position as Deputy Commission/Chief Operating Officer of the Pac-12 in 2014.

#### **Heather Ould, Consultant**

Heather Ould is an experienced sport consultant having served in a consulting role for many of the nation's sports professional associations, athletic conferences, and athletic departments. Throughout her career, she has helped colleges transition to new divisions, completed analysis for conference membership changes, developed strategic plans for collegiate sports professional associations, and provided the insights to take significant steps in the history of an institution by starting athletics or adding sports. Prior to her consulting role with CSS, Ms. Ould was the Chief Operating Officer for Collegiate Consulting with oversight of daily operations in addition to her consulting role. Those responsibilities included budget and operational oversight as well as human resources for expansion of the organization into 13 states.

Prior to Collegiate Consulting, while Ms. Ould completed her Master's degree, she worked for the Association County Commissioners of Georgia, an instrumentality of Government, within Member Services supporting local governments within the state. In 2001, Ms. Ould joined Strottman International, a Youth and Family Marketing Agency. Ms. Ould serviced major clients such as Best Buy, the American Heart Association, Chick-fil-A, and Pepperidge Farm to develop strategic marketing campaigns which included qualitative and quantitative research methods. Additionally, Ms. Ould oversaw the development of Strottman's proprietary Kid Engineer Consumer Insight Group.

She serves as an expansion committee member for the National Collegiate Acrobatics & Tumbling Association, as well as a sport official for the NCATA and USA Gymnastics. Heather is a frequent lecturer in both undergraduate and graduate programs in sports management/administration and is Adjunct Faculty at Georgia State University within the Sport Administration program. Her initial experience in athletics is from a 15 year coaching background having coached young athletes that went on to compete collegiately at Brigham Young University, University of Michigan, University of Kentucky, and the University of Georgia.

### 3. Study Approach and Management

- A. Describe the approach that will be used to implement the Study. The description should include the following:
  - 1. General approach for completing the goals of the Study

The approach to the study will be based on maintaining maximum efficiency, providing consistent communication, and completion in a timely manner.

#### 2. Proposed phases, if any

The following provides our strategy for accomplishing the project deliverables set forth within the RFP.

#### PHASE 1:

<u>Committee on Athletics:</u> CSS would recommend scheduling a meeting with the committee as part of the initial project launch. This can be done in person or via conference call. Ideally an in-person meeting would coincide with a campus visit. This meeting would include the following topics:

- Project scope and deliverables
- Present landscape of Division I Athletics
- Anticipated/upcoming changes within the NCAA
- Conference alignment

<u>Campus Visit:</u> CSS anticipates a campus visit to conduct interviews, gather additional facts, and complete a tour of all athletic facilities for both UNLV and UNR. We would conduct interviews with:

- Athletic Director
- Senior Administrators
- Head Coaches
- University Administrators as identified
- Sampling of Donors
- Sampling of Student-Athletes
- Sampling of Students

<u>Data Collection:</u> CSS will complete benchmarking of the identified conferences. As part of the process, CSS will create a research list that will outline all data to be collected. This will encompass the factors of competitiveness identified within Section D of the RFP and any additional areas of research as identified by CSS.

Analysis: Following data collection, CSS will begin the analysis for each institution and draft the report.

<u>Initial Draft of the Report:</u> Once the initial draft of the report is completed. Per the RFP, this will be submitted to the Chair of the Committee for review. We would also recommend this draft be submitted to the Athletic Directors' at UNR and UNLV for their review and feedback.

**Study Edits:** Following feedback, we will then make edits to the report. At that time we will also draft a presentation document.

<u>Final Study and Presentation:</u> Once the final documents are submitted to the Committee Chair, we would be available to make a follow-up presentation to the board as noted within the RFP.

#### PHASE 2:

Should the request be made to complete Phase 2 as outlined within the RFP, CSS would complete similar steps to Phase 1.

#### 3. Proposed deliverables

We would recommend two deliverables as part of this study. First we would complete a written report. In addition, we would provide a summary power point and be available to make a presentation to the Committee on Athletics or the Board as outlined within the RFP.

4. Provide a proposed schedule for the engagement based on your experience with similar projects and your Company's understanding of NSHE's needs. Indicate how you would organize the engagement to ensure that the proposed schedule is met.

The following schedule is outlined based on a contract award by the end of January. Depending on actual award, the schedule would be adjusted accordingly. This schedule is based on completing Phase 1 then an award of Phase 2. Depending on the timing of a request of completion for Phase 2, we believe it would take a similar amount of time. Should the committee elect to move forward with Phase 2 prior to the completion of Phase 1, the timeline would be modified to reflect the earlier start.

In order to ensure the proposed schedule is met:

- Mr. Schemmel will serve as the direct point of contact for the committee and both institutions.
- Ms. Ould would serve in a project management capacity which includes tracking of project status.

#### PHASE 1

#### February:

- Execution of contract
- Request data from each institution as applicable
- Schedule campus visits

#### March:

- Complete campus visits
- Begin benchmarking research

#### April:

- Complete benchmarking research
- Complete follow up campus visit (if needed)
- Begin drafting of the report

#### May:

- Complete draft of the Preliminary Study
- Submit the study for review
- Receive feedback and make edits

#### June:

- Complete Final Study document
- Complete Presentation document
- Make presentation to the Board (if requested)

#### PHASE 2

#### July:

- Schedule campus visits
- Begin benchmarking research

#### August:

- Complete campus visits
- Complete benchmarking research

#### September:

• Begin drafting of the report

#### October:

- Complete draft of the Preliminary Phase 2 Study
- Submit the study for review
- Receive feedback and make edits

#### November:

- Complete Final Phase 2 Study document
- Complete Phase 2 Presentation document
- Make Phase 2 presentation to the Board (if requested)

#### 5. Plans to ensure good communication throughout the process

We would recommend an identified point of contact within the Committee, most likely the Committee Chair. In addition, we would identify a primary contact at each institution. This would provide access for communication for all three stakeholders.

From that point, CSS would determines with the Committee Chair what information and updates should be provided throughout the process. CSS would keep the committee appraised as the project progresses with regular updates.

#### 6. Any other items Proposer deems appropriate

If feasible, we would complete visits to each campus the same week which would conserve costs.

# B. State what budget, schedule, and scope control techniques your Company intends to utilize for this Study.

As previously noted, our goal is to complete this project in a timely and efficient manner. Our biggest advantage for maintaining budget, schedule, and scope control is through consistent and regular communication and keeping all stakeholders informed. This includes:

- Regular updates on progress with the Committee Chair.
- Clearly defined parameters placed upon the research as outlined within the RFP.
- Project task completion based on being proactive rather than reactive.
- Development of the project timeline (once project award has been made and campus visits scheduled) that takes into account:
  - Any project constraints like schedule limitations for meetings or availability by the project stakeholders.
  - Timeline the Committee Chair will need for Preliminary Study review (typically 5-10 days).

## 4. Competing Workload and Staffing Plan

List Company's current workload and describe the Company's ability to undertake and complete the Study on time and within budget in the context of the Company's currently contracted projects. (Maximum 2 pages)

The CSS business models is focused on providing clients with outstanding focused client support. In general, we strive to provide services to fewer clients at one time.

CSS consultants work only on projects within their respective areas of expertise. As a result, the workload is dispersed among the team, which allows for maximum coverage of our clients and their projects.

RFP Response Form (Section F and G)

#### SECTION F RFP RESPONSE FORM

Company Name: College Sports Solu	tions LLC		RFP No.:	661-KO	
Nevada Business Licenses No.: No.: No.: No.: No.: No.: No.: No.:		B	usiness License Exp.:	N/A	· · · · · · · · · · · · · · · · · · ·
Address: 375 Highland Avenue, Suite 506	3	C	ity: Atlanta		
State: GA Zip Code: 30312	Phone No.:_4	70.428.4752	Fax I	No.:	
Contact Person: Jeff Schemmel	Ema	ail: jschemm	el@collegesportssolut	ions.com	
UNLV Supplier Number (MUNIS ID):	gress_Federal	Tax ID No.:4	6-4308894		<del>-</del>
Please check the appropriate box(es) in ac	ccordance with Gen	ieral Term	s and Conditions:		
BUSINESS STATUS					
Minority Business Enterprise (MBE)			Small Business En		
Women-Owned Business Enterprise	. ,		Local Business En	terprise (LBE)	
Disabled Veteran Business Enterpris	se (DVBE)		Not Applicable (N/	A)	
ACKNOWLEDGMENT OF ADDENDA	Λ:				
The undersigned, as an authorized repres RFP including any related documents, an necessary to comply with the specifications	d hereby offers to	furnish all la	bor, materials, tools, s	supplies, equipment and so	
The undersigned acknowledges receipt of			The state of the s		
1					
Addenda No. 1 Dated 1/6/16	Addenda No	Dated	Addend	a No Dated	
Addenda No Dated	Addenda No	Dated	Addenda	a No Dated	
DEPARTMENT/SUSPENSION STATU	JS				
1.The proposer certifies that it is not suspithe Federal Government, or in receipt of a	ended, debarred or notice of proposed	ineligible fro debarment f	om entering into contra from any State agency	acts with the Executive Bra or local public body.	inch of
2. The proposer agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.					
EXCEPTIONS					
Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the Proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the excepted requirements, the Proposer may still compete in the solicitation. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.					
Are there any exceptions to this RFP?	Yes	No 🗸			
	Jeff Schemmel, P	resident		1/11/16	
Signature	Print Name and	Title		Date	

UNLV Purchasing and Contracts Department

Revision October 17, 2012

## SECTION G LIST OF SUBCONTRACTORS/ TIER 2 SUPPLIERS

RFP No.: 661-KO Company Name: College Sports Solutions LLC

#### HISTORICAL AND ANTICIPATED COMMITMENT TO TIER 2

If anticipated to exceed \$1,000,000 at any time during the life of the contract provide the following reporting information:

Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.

A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:

- The name, city and state

- Type of Tier 2 status (local, women owned, minority/and or disadvantaged)

- Any certification of such status including the entity granting the certification if applicable

#### I. CONSIDERED SUBCONTRACTORS/ TIER 2 SUPPLIERS

Company Name:		_Federal Tax ID No.:	
Nevada Business License No.:		Business License Exp. Date:	
City:	_State:		Phone No.:
Business Status (in accordance with <i>General</i> Minority Business Enterprise (MBE) Women-Owned Business Enterprise (WBE) Disabled Veteran Business Enterprise (DVBE)		s and Conditions): Small Business Enterpole Local Business Enterpole	
Certification No.:		_Issued by:	

Inlie

#### SECTION G LIST OF SUBCONTRACTORS/ TIER 2 SUPPLIERS

RF	P No.: 661-KC	)	Com	pany Name: College	Sports Sc	Diutions LLC	É
II. (	I. UTILIZED SUBCONTRACTORS/ TIER 2 SUPPLIERS						
	Company Name:			_Federal Tax ID No.:			_
	Nevada Business License No.:			Business License Exp. Date:			
	City:		_State:		Phone No.:		-
	Business Status (	(in accordance with Genera	l Terms	and Conditions):			
	Minority Business	Enterprise (MBE)		Small Business Enterpr	rise (SBE)		
	Women-Owned Bu	isiness Enterprise (WBE)		Local Business Enterpr	ise (LBE)		
	Disabled Veteran B	Business Enterprise (DVBE)					
	Certification No.:	was the second s		_Issued by:			



375 Highland Avenue | Suite 506 | Atlanta, GA 30312

#### SECTION E PRICING RESPONSE FORM

#### Phase 1 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase I of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost. All costs not identified will be the responsibility of the selected Proposer.

UNE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
İ	CONSUMTANT'S FEE	. /		\$	\$45,000
2	TECHNICAJU STERVICES			\$	\$ <i>5,000.</i>
3	8 DAYS OF LODGEEXIENSE 6 DAYS IN LAS VEGAS 3 DAYS IN RENO	8		\$ 1.50°	\$/2.00
4	8 DAYS OF MEALS 5 DAYSIN LAS VEGAS 3 DAYSIN RENO	8		s 66	s 3287
5	S DAYS OF INCIDENTAL EXPENSES SDAYSIN LAS VERAS BOANS IN RENO	8		s 5-	\$ 40.
6	8 DAYS OF TAXIAND SHUTTLE EXPENSES IN LAS VERAS AND RENO	8		<b>\$</b> 7.5-	\$ 600. <sup>-</sup>
				\$	\$2368

Total Estimated Cost of Phase 1 of the Study \$ 52,368

B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of Phase 1 of the Study. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. \$53.304

C. If NSHE shall be expected to pay reimbursable costs (excluding travel), please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

RFP 661-KO			, ,	J	J	
	 	·				
				· · · · · ·		

D. Travel: Provide travel costs required to complete Phase 1 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or a do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
j	AIRLINE TRAVEL ROUNDTRIP SANDIEGO-LAS VEGAS- SAN DIE GO	5		\$ 150°	s 450.
2	AIRLINE TRAVELROUND TRIP SAN DIEGO-RENO-SAN DIEGO	/		\$ 150°	s 150
3	GRAVND TRAKSPORTATION TAXI I ROM HOME TO SAN DEGO AIRPORT AND RETURN	8		s 42	s 336
				\$	\$
				•	\$

Total Travel Costs Not to Exceed \$ 936

Cedric Demosey Consulting Pricing Sheet

#### 2. Optional Phase 2 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase 2 of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost.

UNE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	CONSULTANT'S FEE	I		\$	\$30,000,
2	TECHNICA L. SERVICES			\$	\$ . 5,000
3	2. DAYS OF LODEING EXPENSES IN LAS VEGAS	2		\$ 150	\$ 300
4	2 DAYS OF MEALS IN! LAS PERAS	2		s 66	\$ 132 <sup>-</sup>
5	AL MYS AF INCIDENTAL FEXENSES III LAS VEGAS	2		s 5-	s 10
6	2 PAYS OF TAXT AND SHUTTLE EXTENDED IN JAS VEBAS	2		s 75	\$ 1501

Total Estimated Cost of Phase 2 of the Study \$, 35,592

В.	NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. \$ 36,060.
¢.	If NSHE shall be expected to pay reimbursable costs (excluding travel). Please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

D. Travel: Provide travel costs (if applicable) required to complete Phase 2 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSME (email acceptable) with a range or do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
j	SAN DIEGO - LAS VEGAS-	2			
/	SAN DIETON	$\sim$		<b>\$</b> 150	s 3001
0	GROUND TRANSPORTATION TAX LEROM HOME TO	$\mathcal{A}_{\mathcal{L}}$			
人	SAN DIEGO NIE PORT FRETURN	Γ		s 42	\$ 1687
					į
				\$	s}
		•			
				\$	\$
				\$	\$

Total Travel Costs Not to Exceed \$ 468-

In the event that NSHE may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the hourly rate(s) for those services.

#### PROPOSAL FOR RFP 661-KO

# ATHLETICS COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA RENO AND THE UNIVERSITY OF NEVADA LAS VEGAS

PREPARED BY CEDRIC DEMPSEY CONSULTING 6675 NEPTUNE PLACE LA JOLLA, CALIFORNIA 92037 858-752-1302 ced.dempsey@gmail.com

# CEDRIC DEMPSEY CONSULTING BACKGROUND, EXPERIENCE AND REFERENCES

#### **EXECUTIVE SUMMARY**

Cedric Dempsey Consulting (CDC) was established in 2004 when Cedric Dempsey retired as president of the National Collegiate Athletic Association (NCAA). The company is a sole proprietorship and Cedric Dempsey operates as an independent contractor. Cedric Dempsey agrees that he will not become an employee, partner, agent or principal of the Nevada System of Higher Education (NSHE). Cedric Dempsey further agrees that he is not entitled to the rights or benefits afforded to NHSE employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits.

Cedric Dempsey Consulting has focused exclusively on consulting with intercollegiate athletics programs at institutions of higher education. Cedric Dempsey Consulting is a sole proprietorship, and Cedric Dempsey is the principal and involved full time in every contracted proposal. Cedric Dempsey employs an administrative assistant and technical assistance as needed. Since 2004 CDC has provided a wide variety of consulting services to various systems, universities and colleges, some of which are listed below:

- 1. CDC evaluated and developed a strategic action plan at Fresno State University, Rice University, California State University Northridge and Texas Christian University.
- 2. CDC determined opportunities for conference realignment and made conference recommendations for DePaul University, Marquette University, St. Louis University and the University of North Carolina Charlotte.
- 3. CDC conducted competitiveness and benchmarking studies in order to evaluate and make recommendations regarding conference realignment opportunities at the University of California Davis, California Polytechnic State University San Luis Obispo, Texas Christian University and San Diego State University.
- 4. CDC compared budget, facilities, schedule, operations, staff and support services of the United States Military Academy's football program to that of the other military academies and made recommendations regarding what was needed in order to ensure that the United States Military Academy football program would become more competitive.
- 5. CDC offered athletics seminars on operations, staffing, budgets, facilities, marketing, purchasing, conference opportunities, fundraising and communications for university presidents and chancellors, athletics directors and their staffs, relevant administrators, such as vice presidents for student affairs, coaches and their staffs, development officers and fundraisers, and marketing personnel in the California State University System.
- 6. CDC conducted athletic director searches at dozens of universities, including the University of Arizona, the University of California Davis, San Jose State University and California State University Fullerton.
- 7. CDC developed a strategic action plan for a start-up intercollegiate athletics program at the University of California Merced and California State University Channel Islands.
- 8. CDC evaluated budget, staffing and facility needs in order to become more a more competitive athletics program within their conference for California State University Sacramento and California State University Maritime.

- 9. CDC assisted in the preparation of materials and the information needed to request a change in NCAA division status for Seattle University, California Polytechnic State University San Luis Obispo and California State University East Bay.
- 10. CDC assisted in preparing NCAA compliance reports for California State University Monterey Bay.
- 11. CDC served as the resource for a series of town hall meetings to inform the campus and community of the purpose and progress of the UC Davis Athletics Strategic Audit 2011, which was a study to determine whether UC Davis should seek realignment with a top tier athletics conference. A similar series of town hall meetings were held for the same purpose at the University of California Northridge.
- 12. CDC completed the search for the head basketball coach at the University of Tennessee Knoxville.

## COMPETITIVENESS AND BENCHMARKING STUDIES

Cedric Dempsey Consulting has completed four competitiveness and benchmarking studies with higher education institutions within the past five years. Cedric Dempsey was the principal and involved full time with every aspect of the study including the preparation of the final report. Dr. Dempsey limits the number of contracts he accepts in order to ensure that he has sufficient time to devote to each study. These studies were completed for California Polytechnic State University San Luis Obispo (2010), Texas Christian University (2011), the University of California Davis (2011-12), and San Diego State University (2012). These studies were nearly identical to the scope of work provided in RFP 661-KO for the Nevada System of Higher Education.

## CORPORATE STRUCTURE OF CEDRIC DEMPSEY CONSULTING

The corporate structure of Cedric Dempsey Consulting (CDC) is quite simple since the company is a sole proprietorship. Dr. Dempsey personally conducts each study from start to finish and hires administrative and technical assistance as needed for each study. Occasionally he has worked with a co-consultant when he deems it appropriate for the study. However, the competitiveness and benchmarking studies were conducted solely by Dr. Dempsey with only administrative and technical assistance as required to complete the study. CDC has no mergers, acquisitions or divestitures neither planned nor anticipated. There are no problems with creditors nor are there any loans, debts, liens, claims, judgments, lawsuits or litigations of any kind. There have never been any contracts terminated. In one study, there was a delay in completing the study due to campus protests, but this was handled by making adjustments to the timeline at the request of the Chancellor.

# CONFLICTS OF INTEREST WITH THE NEVADA SYSTEM OF HIGHER EDUCATION

In January 2015, Dr. Dempsey was invited to make a presentation to the Nevada System of Higher Education Board of Regents regarding current issues facing intercollegiate athletics in higher education and the potential impact on the University of Nevada Reno and the University of Nevada Las Vegas. During this presentation Dr. Dempsey described several of the competitiveness and benchmarking studies he had completed for institutions of higher education. The Board was interested in the study he had completed for the University of California Davis. Subsequently, Dr. Dempsey was asked to provide a copy of the UC Davis Athletics Strategic Audit 2011, which had been prepared by Dr. Dempsey at the conclusion of the study.

Dr. Dempsey was paid a consulting fee of \$5,000 plus expenses.

# THREE INSTITUTIONS OF HIGHER EDUCATION FOR WHICH CEDRIC DEMPSEY CONSULTING COMPLETED COMPETITIVENESS AND BENCHMARKING STUDIES

1. THE UNIVERSITY OF CALIFORNIA DAVIS 1 Shields Avenue, Davis, California, 95616 (530) 752-1011 Public university, enrollment 35,415

Reported to: Linda P.B. Katehi, Ph.D., Chancellor
Main contact: Fred Wood, Ph.D., Vice-chancellor, Student Affairs
Currently the University of Minnesota, Crookston, Chancellor
2900 University Avenue, 1107 Selvig Hall, Crookston, MN 56716
fewood@umn.edu (218) 281-8343

#### GENERAL DESCRIPTION OF CONTRACT:

CDC shall review the current University's Athletics Department's budget to compare UCD's intercollegiate athletics revenue and expenses with PAC-12, the Mountain West Conference and the Big West institutions in NCAA Division I. The contractor, CDC, will provide assistance and evaluation to UC Davis as it determines its ability to become a top tier NCAA Division I intercollegiate athletics program.

# PRIMARY RESPONSIBILITIES FOR THE PROJECT:

Dr. Cedric Dempsey performed all the work set forth in the contract and there was no assignment of work to any other individual. Technical assistance was used in the assembly and presentation of the benchmarks.

1. Dr. Dempsey decided which benchmarks were appropriate for the study and technical assistance was used in the assembly and presentation of the benchmark materials. A process of analysis of data banks, institutional EADA (Equity in Athletics Disclosure Act) reports, dashboard comparisons, general institutional information, including budgets, facilities, staff and student athlete information was used to gather the information needed.

- 2. Dr. Dempsey prepared a SWOT (Strengths, Weaknesses, Observations and Threats) analysis based on observations, interviews, data review and comparisons and used it to draw conclusions and make recommendations.
- 3. Dr. Dempsey served as the resource for all town hall meetings.
- 4. Dr. Dempsey conducted all interviews with administrators, coaches, students, staff, community leaders, alumni and boosters.
- 5. Dr. Dempsey was available to assist the Chancellor in explaining the need for additional resources to move to a top tier NCAA Division I athletics program.
- 6. Dr. Dempsey prepared and delivered a power point presentation of findings, conclusions and recommendations to various groups as requested.
- 7. Dr. Dempsey provided an oral presentation of findings, conclusions and recommendations to the Chancellor's Committee.
- 8. Dr. Dempsey prepared and submitted the final report entitled UC Davis Athletics Strategic Audit 2011 to the Chancellor.

# CONSULTANT RESPONSIBLE FOR WORK:

Dr. Cedric Dempsey, President, Cedric Dempsey Consulting

# BUDGETS, PROPOSED AND FINAL:

The proposed budget and the final budget were the same:

Consultant's fee: \$75,000.00

Per Diem according to terms of the UC Davis My Travel website

Travel expenses according to invoice and mileage chart

Technical assistance: \$1,500.00

#### PROPOSED TIMELINE AND COMPLETION:

The proposed timeline was May 6, 2011-September 30, 2011. The timeline was extended at the request of the chancellor because of campus unrest due to the nationally publicized "pepper spray" incident. It was further extended when a request was made for Dr. Dempsey to serve as the resource person for a series of town hall meetings held in October and November. A new contract was negotiated when CDC was asked to conduct the search for a new athletics director.

TEXAS CHRISTIAN UNIVERSITY
 2800 S. University Drive, Ft. Worth, Texas 76120
 (817) 257-7000
 Private university, enrollment 10,223

Reported to: Victor J. Boschini, Ph.D., President
Main Contact: Chris Del Conte, Athletics Director
TCU Athletics Department,
3500 Bellaire Drive North, Ft. Worth, TX 76129
delconte@tcu.edu (817) 751-9366

## GENERAL DESCRIPTION OF CONTRACT:

The study was to review the administrative structure of the Texas Christian University (TCU) athletics department and to recommend improvements and changes. A further charge was to provide information to aid in the determination of the best competitive conference alignment.

#### PRIMARY RESPONSIBILITIES FOR THE CONTRACT:

Dr. Cedric Dempsey, president, Cedric Dempsey Consulting, performed all the work set forth in the contract and there was no assignment of work to any other individual. Technical assistance was used to compile and present the data.

- 1. Dr. Dempsey reviewed the TCU athletics department administrative structure in place at the time and made recommendations for a new organizational structure and staff and reporting assignments within the new organizational structure.
- 2. Dr. Dempsey conducted the interviews of administrative staff, coaches, staff, student athletes and boosters.
- 3. Dr. Dempsey reviewed and evaluated the budget, facilities, staff, and operations in preparation for a SWOT (Strengths, Weaknesses, Observations and Threats) analysis.
- 4. Dr. Dempsey prepared and presented the SWOT analysis to Chris Del Conte, the athletics director.

- 5. Dr. Dempsey determined which benchmarks were appropriate for the study and technical assistance was used in the assembly and presentation of the benchmark reports. Various data banks, institutional EADA reports, dashboard comparisons, and general institutional information, including budgets, facilities, staff, student athletes and sports programs were used to complete the presentation.
- 6. Dr. Dempsey presented an oral report to the athletics director and a subsequent report to the president. No written report was required.

## CONSULTANT RESPONSIBLE FOR WORK:

Dr. Cedric Dempsey, President, Cedric Dempsey Consulting

BUDGETS, PROPOSED AND FINAL:

The proposed and final budgets were the same.

Consultants fee: \$75,000.00

Reasonable expenses backed with original receipts.

#### PROPOSED TIMELINE AND COMPLETION:

The proposed timeline was February 1, 2011 – April 1, 2011. The contract was completed in March 2011. The President and the Athletics Director decided that a written report would not be needed. Dr. Dempsey made an oral presentation of the findings, conclusions and recommendations to the Athletics Director and the President.

3. SAN DIEGO STATE UNIVERSITY5500 Campanile Drive, San Diego, California 92182(619) 594-5201Public university, enrollment 33,500

Reported to: Elliot Hirshman, Ph.D., President Main Contact: Jim Sterk, Athletics Director SDSU Department of Athletics <a href="mailto:adsdsu@mail.sdsu.edu">adsdsu@mail.sdsu.edu</a> (619) 594-6357

#### GENERAL DESCRIPTION OF THE CONTRACT:

Cedric Dempsey Consulting was asked to complete a Collegiate Athletics Benchmarking Study to determine San Diego State University's (SDSU) strategic position relative to the Big 12 and Mountain West Conferences. The key questions to be addressed were (1) where does SDSU rank relative to competitors in each conference within which it currently competes or potentially might compete (Mountain West, Big 12)? And (2) what are relevant benchmarks that indicate financial/athletic competitiveness?

# PRIMARY RESPONSIBILITIES FOR THE PROJECT:

Dr. Cedric Dempsey and Dr. Ted Leland, former Stanford University Athletics Director and current University of the Pacific Vice President for Development and Athletics performed the work set forth in the contract and there was no assignment of work to any other individual. Technical assistance was used in compiling the information from the data sources.

- 1. Drs. Dempsey and Leland decided which benchmarks were appropriate for the study and technical assistance was used in the assembly and presentation of the benchmark materials.
- 2. Drs. Dempsey and Leland conducted all interviews with administrators, coaches, student athletes, and staff.
- 3. Drs. Dempsey and Leland evaluated the athletics department's current funding sources, including development and fundraising as well as other revenue generating activities.

- 4. Drs. Dempsey and Leland compared SDSU to Big 12 and Mountain West institutions in the following areas: Academic Performance Rate (APR), Development Full Time Equivalencies (FTEs), Marketing FTEs, Compliance FTEs, Student Services FTEs, Athletic Medicine, and Strength and Conditioning FTEs. Comparisons were also made regarding general institutional and background information.
- 5. Drs. Dempsey and Leland provided an oral presentation to the Athletics Director.
- 6. Drs. Dempsey and Leland prepared a three ring binder report, which included an administrative overview with conference average conclusions and backup benchmarking information, which was presented to the SDSU Athletics Director and the President.

#### CONSULTANT RESPONSIBLE FOR WORK:

Dr. Cedric Dempsey with Dr. Leland's assistance was responsible for the work related to this project. Technical assistance was used in compiling the data and preparing the backup materials submitted with the report.

# BUDGETS, PROPOSED AND FINAL:

The proposed and final budgets were the same.

Consultant's fee: \$40,000.00 (compensation was provided by the California State University System as part of a system-wide contract with Dr. Dempsey.) Since Dr. Dempsey lives in the San Diego area, no travel, lodging or meal expenses were incurred. Dr. Leland was reimbursed for his travel, lodging and meal expenses at the California State System per Diem rate.

#### PROPOSE TIMELINE AND COMPLETION:

The proposed timeline was December 2010-March 2011. The project was completed in March 2011.

CEDRIC DEMPSEY CONSULTING'S QUALIFICATIONS AND EXPERIENCE IN COMPETITIVENESS AND BENCHMARKING STUDIES:

CDC has completed four competitiveness and benchmarking studies in the last five years at institutions of similar sizes with similar goals as those described in Proposal 661-KO. CDC has access to a variety of data banks, EADA reports, studies and institutional dashboard reports from which to obtain benchmarking information. Furthermore, Dr. Dempsey has devoted his entire career to intercollegiate athletics at a variety of institutions of higher education as a student athlete, a coach, and an athletics director and as president of the NCAA. As a result, he is able to relate to the issues faced by athletics programs similar to those at UNR and UNLV. Upon retirement, he has worked with more than 50 university athletics programs providing a variety of services. He was under contract with the California State University System from 2005 to 2013.

Dr. Dempsey agrees to devote himself full time to this project. He will make three campus visits to UNR and three campus visits to UNLV to conduct interviews, assess facilities, and make presentations as requested. He will be available to make reports to the NSHE Committee as requested. A final written report similar to the UC Davis Athletics Strategic Audit 2011, which was provided to the NSHE Chancellor in 2015, will be submitted to the NSHE Committee upon conclusion of the study.

#### RESUMES OF KEY TEAM MEMBERS:

The Addendum includes the following information:

- The resumes of Dr. Cedric Dempsey and Dr. Mike Lorenzen, technician.
- CDC Business Certificate
- Liability Insurance form
- W 9's
- Proposal for Optional Phase II of the Study

# APPROACH AND MANAGEMENT OF THE COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA RENO AND THE UNIVERSITY OF NEVADA LAS VEGAS

## THE GOALS OF THE STUDY

- 1. Phase I will benchmark the performance and competitiveness of UNR and UNLV and determine where they rank relative to competitors in the Mountain West Conference.
- 2. Optional Phase II will benchmark the performance of UNR and UNLV and determine where they rank relative to potential competitors in the PAC-12 and the BIG 12 conferences.
- 3. Optional Phase II will also explore possibilities for future athletics conference affiliation for UNR and UNLV in the PAC-12 and the BIG 12 conferences.

# SCOPE OF WORK SPECIFICATIONS

During Phase I of the Study CDC will compare the performance and competitiveness of UNR and UNLV to the institutions in the Mountain West Conference using these relevant factors of competitiveness

- General institutional background information
- Enrollments
- Institutional rankings
- Athletics budgets
- Athletics facilities
- Number of sports offered
- Sports competitiveness rankings
- Academic performance reviews (APRs) of student athletes
- Academic support services
- Administrative support FTEs
- Coaching staff FTEs
- Strength and conditioning FTEs
- Athletics medical staff FTEs
- Compliance staff FTEs
- Marketing and promotions staff FTEs

#### IMPLEMENTATION OF THE STUDY

#### SCOPE OF WORK FOR COMPLETING PHASE I OF THE STUDY

- CDC will meet with the NSHE Committee to review the Goals of the Study, to present the Scope of Work planned for Phase I, to discuss the timeline and to describe the nature of the preliminary and final reports.
- CDC will use the relevant factors of competitiveness presented in the Scope of Work Specifications to make comparisons with the other member institutions in the Mountain West Conference.
- CDC will complete an assessment of the current performance and competitiveness of the UNR and UNLV athletics programs within the Mountain West Conference and develop a benchmarking report prepared by using the data from the following information sources: data banks, EADA reports, dashboards, NCAA reports, institutional websites, Wikipedia and conference institutions' athletics department reports provided to the conference office.
- CDC will prepare a final written report, including an executive summary and all backup data and benchmarking materials. In addition, a power point presentation will be provided if requested by the NSHE Committee Chair.
- CDC will make an oral presentation to the NSHE Committee and to the entire Board of Regents, if requested.
- CDC will be available as a resource for whatever additional presentations the NSHE Committee deems appropriate and necessary.
- CDC will maintain regular contact with the Chair of the NSHE Committee and will provide a preliminary report of the study for review and consideration.
- CDC will be available to expand the study to Phase II and provide additional information, analysis and recommendations, if requested by the NSHE Committee Chair.

## **DELIVERABLES:**

CDC will prepare a written report to be submitted to the NSHE Committee. Dr. Dempsey will deliver an oral presentation to the NSHE Committee describing the findings, highlighting the conclusions, providing recommendations and answering questions. A power point will be developed to be used during oral presentations. Dr. Dempsey also will make an oral presentation to the Board of Regents, if requested. He will be available to make presentations to or serve as a resource when presentations are made to other groups as may be deemed necessary by the NSHE Committee.

CDC will provide the information the NSHE will need in determining how UNR and UNLV can become more competitive within the Mountain West Conference. A comparison of the relevant factors of competitiveness based on the Scope of Work Specifications described above will be presented. CDC will provide answers to the key questions described in Phase I below and make recommendations based on the analysis of the benchmarking data.

To summarize, the following will be available at the conclusion of the study:

- A notebook of the findings of the study, copies of all of the data used to compile the benchmarking findings, the conclusions of the study and recommendations based on the findings and conclusions.
- A power point presenting the highlights of the findings, conclusions and recommendations.
- An oral presentation to the NSHE Committee.
- An oral presentation to the NSHE Board of Regents

# TIMELINE FOR PHASE I OF THE ATHLETICS COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA RENO AND THE UNIVERSITY OF NEVADA LAS VEGAS

The proposed timeline for the study is February 1-March 30, 2016.

Phase I of the study involves a three day visit to the UNR campus and a three day visit to the UNLV campus to conduct interviews, visit facilities, and gather information. The rest of the time would be used to complete the analysis of information from data banks, EADA reports, institutional websites and studies, conference reports, NCAA data, Wikipedia and other sources as noted in order to develop a report describing the competitiveness of UNR and UNLV in the Mountain West Conference and the resources needed to enhance competitiveness by UNR and UNLV within the Conference. The relevant factors of competitiveness, including institutional profiles, athletic census, athletics expenses, athletics revenues, administrative services and support, academic performance, scholarship awards, athletics facilities, athletics medical services, academic support services and strength and conditioning programs will be used to rank UNR and UNLV as compared to other Mountain West Conference institution's athletics programs. CDC's report will answer the following key questions:

- 1. Are UNR and UNLV competitive within the Mountain West Conference?
- 2. What is the definition of competitiveness and what are the relevant factors that contribute to competitiveness?
- 3. Where do UNR and UNLV rank relative to other member institutions in the Mountain West Conference in terms of competitiveness using the relative factors of competitiveness described above?
- 4. What additional investments will UNR and UNLV need to make in order to increase their competitiveness within the Mountain West Conference?

#### PLANS TO ENSURE GOOD COMMUNICATION:

CDC will report to the Chair of the NSHE Committee on a regular basis. A preliminary report will be provided to the Chair of the NSHE Committee. Appropriate adjustments to the focus of the study and the timeline will be made as requested by the Chair of the NSHE Committee. Regular contact will ensure that appropriate communication occurs.

# TECHNIQUES TO ENSURE BUDGET, SCHEDULE AND SCOPE CONTROL:

CDC will maintain the scope of work schedule proposed above. Dr. Dempsey will be in control of all aspects of this study and will make progress reports to the Chair of the NSHE Committee on a regular basis. Any adjustments to the budget, schedule and/or scope will be made as requested by the Chair of the NSHE Committee.

#### COMPANY CURRENT WORKLOAD:

Dr. Dempsey will be able to devote full time to this study. He has concluded his previous study and will accept no other contracts until this study is concluded March 30, 2016. CDC will be available to conduct Optional Phase 2 of the Study, if requested.

# ADDENDUM NO. 1 TO REQUEST FOR PROPOSAL 661-KO

# ATHLETICS COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA RENO AND THE UNIVERSITY OF NEVADA LAS VEGAS

## OPTIONAL PHASE II OF THE STUDY

PREPARED BY CEDRIC DEMPSEY CONSULTING (CDC)

DR. CEDRIC DEMPSEY

6675 NEPTUNE PLACE

LA JOLLA, CALIFORNIA 92037

(858) 752-1302

ced.dempsey@gmail.com

# EXECUTIVE SUMMARY OF OPTIONAL PHASE II OF THE STUDY

KEY QUESTIONS TO BE ADDRESSED IN OPTIONAL PHASE II

There are two key questions to be addressed in Phase II of the study:

- 1. Where do UNR and UNLV rank relative to a representative sample of the institutions in the PAC-12 and the BIG 12 conferences in the relative factors of competitiveness?
- 2. What additional investments would UNR and UNLV need to make in order to be competitive within the PAC-12 and the BIG 12 conferences?

During Phase II of the study CDC will compare the performance and competitiveness of UNR and UNLV to all of the public institutions of the PAC-12 and the BIG 12 conferences. The relevant factors of competitiveness to be compared and analyzed are as follows:

- General institutional background information
- Enrollments
- Institutional rankings
- Athletics budgets

- Athletics facilities
- Number of sports offered
- Sports competitiveness rankings
- Academic performance reviews (APR) of student athletes
- Academic support services FTEs and facilities
- Administrative support FTEs
- Coaching staff FTEs
- Strength and conditioning FTEs and facilities
- Athletics medical staff FTEs
- Compliance staff FTEs
- Marketing and promotion staff FTEs

Benchmarking data will be garnered from a variety of sources, including data banks, NCAA reports, EADA reports, dashboards, institutional websites, Wikipedia, and conference reports. CDC will prepare a preliminary report of findings regarding how UNR and UNLV rank in terms of performance and competitiveness when compared to public institutions in the PAC-12 and BIG 12 conferences for review by the NSHE Committee Chair. Appropriate adjustments, additions and changes to the study will be made as requested by the NSHE Committee Chair.

During the second part of Phase II of the Study, CDC will evaluate the additional resources and investments UNR and UNLV would need to make in order to be competitive within the PAC-12 or BIG 12 conferences. Recommendations regarding procedures for applying for membership to either of these conferences will be presented, if requested. The evaluation of resources and investments needed and recommendations will be presented orally to the NSHE Chair before preparing a written report.

Upon completion of the study and with the review and approval of the NSHE Committee Chair, a final written report will be submitted to the Chair. If requested, Dr. Dempsey will make an oral presentation to the NSHE Committee and the NSHE Board of Regents.

TIMELINE FOR PHASE II OF THE STUDY IS APRIL 1-MAY 30, 2016

# SECTION E PRICING RESPONSE FORM

# 1. Phase 1 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase I of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost. All costs not identified will be the responsibility of the selected Proposer.

	denumed will be the responsibility of the selecte				
LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT	TOTAL COST
	UNLV/UNR Stakeholder Interiews - Principal	8	Hours	\$ 250	\$ 2,000
	11 11 - Analyst	8	Ĺť	\$ 150	\$ 1,200
	Research + Benchmarking - Principal	138	l c	\$ 250	\$ 9,500
	" - Analyst	72	١,	\$ 150	\$10,800
	Interm Report Prop + Delivery - Principal	7:	١	\$ 256	\$ 1,750
	11 11 - Analyst	10	((	\$ 150	\$ 1,500
	Final Report Prep & Delvery - Principal - Analyst	7		\$ 250	\$ 1,750
	- Analyst	10	* 11	\$ 160	1,500

Total Estimated Cost of Phase 1 of the Study \$ 30,000

B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of Phase 1 of the Study. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. \$ 36.000

C. If NSHE shall be expected to pay reimbursable costs (excluding travel), please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

P 661-KO			
			37.0
Score Score	WID TO SOLID		

**D.** Travel: Provide travel costs required to complete Phase 1 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or a do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	(airfare, rental car/taxi, hotel, neals, parking)	2	Consultats	\$ 1,200	\$ 2,400
	11 (UNR)	2	consultants	\$1,200	\$ 2,400
	Final presentation (arrange)etc)		consultat	\$ 1,200	\$ 1,200
			9	\$	\$
			2	\$	\$

Total Travel Costs Not to Exceed \$ 6,000

# 2. Optional Phase 2 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase 2 of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	Additud research (Principal and benchmarking)	30	Hows	<b>\$</b> 250	\$ 7,500
	" (Analyst)	50	V.	\$ 150	\$ 7,500
				\$	\$
		ł		\$	\$
				\$	\$
				\$	\$

Total Estimated Cost of Phase 2 of the Study \$\_\_15,000

B.	NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. $\frac{15}{000}$
C.	If NSHE shall be expected to pay reimbursable costs (excluding travel). Please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

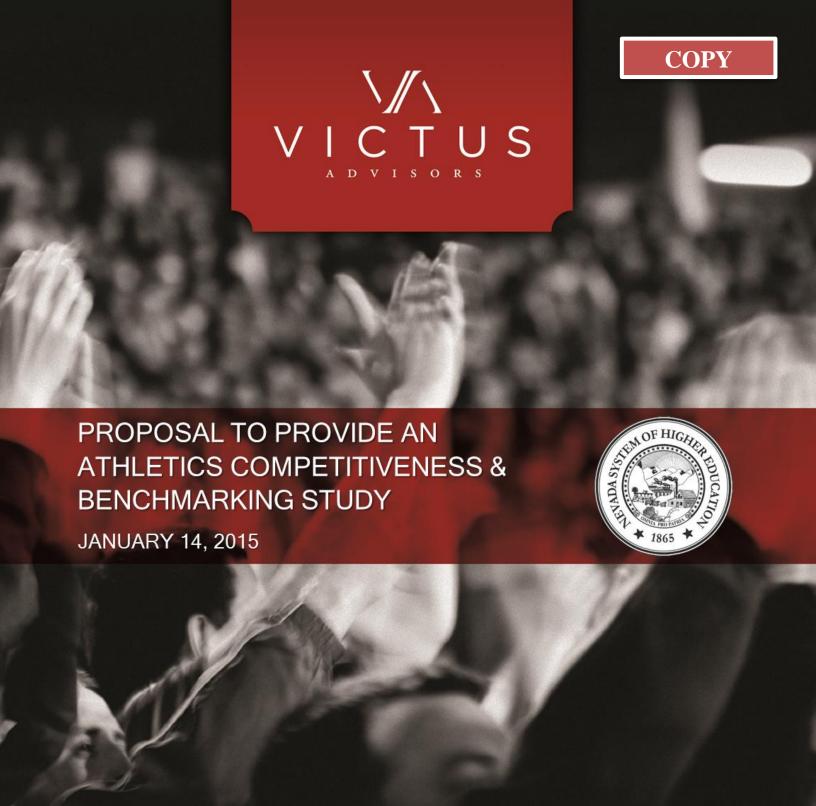
#### RFP 661-KO

**D.** Travel: Provide travel costs (if applicable) required to complete Phase 2 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
	rental ar or taxi, hotel, meals, parking)	1	Consultant	\$1,200	\$ 1,200
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Travel Costs Not to Exceed \$ 1,200	Total Travel	Costs	Not to	Exceed \$	l,	200
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3. In the event that NSHE may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the hourly rate(s) for those services.



INDEPENDENT ADVISORS TO THE SPORTS AND ENTERTAINMENT INDUSTRY

bconnolly@victusadvisors.com // (214) 422-6248 // www.victusadvisors.com

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## 1. COMPANY BACKGROUND, EXPERIENCE AND REFERENCES

#### **EXECUTIVE SUMMARY**

Victus Advisors (www.victusadvisors.com) is an independently owned and operated firm that focuses solely on the sports & entertainment industry. As an independent consulting firm, our early-stage analysis is unbiased, and our recommendations are free from the conflicts of interest associated with followon contracts such as architecture, engineering, construction, operations, and sales.

Victus Advisors' was founded in 2012 by sports, event, and hospitality veterans with over 65 years of combined industry experience. The core philosophy of our firm emphasizes the following components for each of our research and planning projects:

- 1) Utilization of in-depth, customized, primary market research tools, rather than relying on secondary market data and national trends;
- 2) Development of a thorough understanding of each project organization and market via extensive stakeholder engagement and public participation; and,
- 3) Delivery of specific recommendations and a detailed Road Map to help our clients make informed decisions based upon their unique circumstances.

Victus Advisors' range of strategic, analytical, and planning services include:

- Operational & Benchmarking Reviews
- Market Demand Analysis
- Financial Feasibility Studies
- Economic & Fiscal Impact Analysis
- Project Funding Recommendations
- Contract Reviews & RFP Assistance
- Customer Experience Surveys & Focus Groups
- Sponsorship & Naming Rights Valuations

Victus Advisors caters to a wide variety of clients and project types in the sports and entertainment industry, including:

- Universities & Athletic Departments
- Municipal/Public Assembly Venues
- Professional Sports Franchises
- Arenas, Ballparks & Stadiums
- Youth Sports Complexes & Sports Tourism
- Theaters, Amphitheaters & Performing Arts Venues



# **COMPANY BACKGROUND**

- i. How many total athletics competitiveness and benchmarking studies or similar engagements have members of the team completed in the last five (5) years?
- ii. How many athletics competitiveness and benchmarking studies or similar engagements have members of the team completed with higher education institutions or higher education systems in the last five (5) years?

Victus Advisors is a consulting firm that specializes in the sports industry. Therefore, the recent benchmarking studies we have performed for university clients have all focused on athletic department and sports facility projects.

Members of our organization have recently completed ten (10) research studies related to university sports facilities:

- Syracuse University
- · University of North Florida
- · California State University, San Bernardino
- University of Illinois at Chicago (UIC)
- Southern Methodist University (SMU)
- Mississippi State University
- University of South Florida
- Northwestern University
- University of Texas at San Antonio (UTSA)
- KFC Yum! Center (University of Louisville Basketball)



#### COMPANY DESCRIPTION

i. Describe the corporate structure. Will an Affiliate be providing services? List companies with which you have "partnership" arrangements.

Victus Advisors is a Utah Limited Liability Company (LLC) that is solely owned by Brian Connolly, our Managing Principal. As such, an affiliate will <u>not</u> be providing services. We are an independent consulting firm, with no conflicts of interest associated with potential affiliated services such as architecture, third-party sales, etc.

ii. Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?

No.

iii. Identify the number of employees in your Company.

We have 5 employees across 2 offices in Park City, UT (our headquarters), and Washington, DC, providing consulting services to our clients nationwide.

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.

No.

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.

No.

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.



No.

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.

None.

viii. Disclose any conflicts of interest you or your Company may have with UNLV, UNR, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.

None.



#### **REFERENCES & CASE STUDIES**

Victus Advisors is one of the fastest growing consulting firms in the sports and recreation industry. As requested in the RFP, the first three (3) case studies below include <u>client references</u>. The remainder of this section presents additional relevant case studies for work completed by members of Victus Advisors within the last five years.

# COMPETITIVE BENCHMARKING STUDY & FINANCIAL ANALYSIS FOR UNIVERSITY OF ILLINOIS AT CHICAGO'S UIC PAVILION

Client: State of Illinois (University of Illinois System), University of Illinois at Chicago

Address: 525 S. Racine Ave Chicago, IL 60607

Completed: June 2014

Consultants: Brian Connolly (lead)

Reference: Kevin Scheibler, Director, UIC Pavilion

Contact Info: Phone: (312) 413-5773, E-mail: <a href="mailto:kevins@uic.edu">kevins@uic.edu</a>

**Project Budget:** Original: \$35,000 Professional Fee + Reimbursement of Travel Expenses; Final:

\$35,000 Professional Fee + \$5,473 Travel Expenses (\$40,473 Total)

Project Timeline: 3 months, completed on time





In 2014, Victus Advisors was engaged by the State of Illinois (University of Illinois System) to complete an arena market/financial study and deliver recommendations regarding potential renovation of UIC Pavilion, a 9,500-seat, State-owned, sports/entertainment arena built in downtown Chicago, Illinois in the early 1980's. The goals of this study were to benchmark the

competitive positioning of UIC Pavilion within the Chicago arena marketplace, and to make recommendations regarding opportunities for renovation, operational improvement, or strategic changes to help position UIC Pavilion for future financial success.

The research tasks completed by Victus Advisors included:

- Historical analysis of UIC Pavilion, including recent financial operations of the arena, and past events and attendance that have been attracted to UIC Pavilion.
- Competitive facility analysis to benchmark the physical and operational characteristics of UIC Pavilion against other existing and planned Chicago-area multi-purpose arenas.
- Interviews with local, regional and national promoters and event operators (such as concerts, family shows, performing arts, consumer/trade shows, motor sports, ice shows, and other live sports/entertainment events) to gather interest and opinions regarding the Chicago arena marketplace.



Following our market analysis, we delivered the following projections and recommendations:

- Five-year operational and financial projections for UIC Pavilion, assessing the impact of several anticipated changes in the Chicago arena marketplace.
- Recommendations regarding potential improvements to both UIC Pavilion's physical structure and operational approach.

#### MARKET & FINANCIAL STUDY FOR THE SYRACUSE UNIVERSITY'S CARRIER DOME

Client: Syracuse University, Foley & Lardner LLP Address: 900 Irving Ave, Syracuse, NY 13244

Completed: November 2015

Consultants: Brian Connolly (lead), Walter Franco (analyst)

Reference: Irwin P. Raij, Attorney representing Syracuse University regarding sports facility

development and financing, Co-Chair of Sports Practice of Foley & Lardner LLP

Contact Info: Phone: (212) 338-3591, Email: <a href="mailto:iraij@foley.com">iraij@foley.com</a>

Project Budget: Original: \$40,000 Professional Fee + Reimbursable Expenses; Final: \$40,000

Professional Fee + \$5,221 Expense Reimbursement (\$45,221 Total)

Project Timeline: 4 months, completed on time



In 2015, Victus Advisors provided Syracuse University with market demand projections and revenue forecasts for a potential major renovation of the oncampus Carrier Dome. The Carrier Dome originally opened in 1980, and it serves Syracuse Athletics as both a 35,000-seat basketball arena and a 49,000-seat football stadium depending on configuration. It also hosts Syracuse Men's Lacrosse.

# Victus Advisors project tasks included:

- Compiled benchmarking data and conducted interviews with other Atlantic Coast
   Conference (ACC) athletic programs, for purposes of benchmarking Syracuse Athletics
   men's basketball, women's basketball, football, and lacrosse facilities against other ACC
   athletic programs;
- Market study and demand estimates for premium seating amenities in a renovated dome, including unique seating options for buyers interested in basketball-only, football-only, and all sports (basketball, football, lacrosse);
- On-line surveys conducted with Orange Club donors, basketball and football season ticket buyers, and Syracuse student leaders;
- Incremental revenue forecasts for a renovated Carrier Dome, including premium and preferred seating donations, ticket revenue, sponsorships and naming, food and beverage, merchandise, parking, and ancillary development, among other sources; and,



 Economic and fiscal impact estimates showing the incremental net impacts that could be generated for the City of Syracuse, Onondaga County, and the State of New York by renovation of the Carrier Dome.

#### MARKET STUDY & FUNDING ANALYSIS FOR UNIVERSITY OF NORTH FLORIDA ARENA

Client: University of North Florida

Address: 11852 University of North FI Dr, Jacksonville, FL 32224

Completed: December 2015

Consultants: Brian Connolly (lead), Walter Franco (financial feasibility), Brandon Bagley (market

demand)

Reference: Josh Merchant, Vice President for University Development and Alumni

Engagement, UNF

Contact Info: Phone: (904) 620-2151, E-mail: joshua.merchant@unf.edu

Project Budget: Original: \$49,000 (inclusive of professional fees and expenses); Final: \$49,000

Project Timeline: 3 months, completed on time

In 2015, Victus Advisors was engaged by the University of North Florida (Division I - Atlantic Sun Conference), to complete a market and financial study for a renovation of 6,300-seat UNF Arena. Key research tasks for this study included:



- benchmarking UNF's basketball and volleyball venue, athletic department sponsorship and advertising programs, and UNF donor seating programs against other Atlantic Sun Conference programs;
- conducting focus groups with UNF Athletics donors and corporate partners; and,
- conducting online surveys with members of the Osprey Club (athletic boosters), basketball season ticket holders, and single-game basketball ticket buyers.

Upon completion of our research phases, we delivered recommendations regarding marketsupportable seating programs, as well as incremental revenues that could be generated through sale of naming rights and sponsorships. Finally, we developed a recommended overall funding model for the renovation project.



Revenue & Funding Options Analysis for a New Outdoor Sports Complex at California State University, San Bernardino (CSUSB)

Victus Advisors is currently assisting ICG, Inc. with a comprehensive feasibility study for a proposed new outdoor field complex on the campus of CSUSB. This study will be a component of CSUSB's campus master plan.



The vision for this complex includes a multi-use soccer stadium and NCAA regulation baseball stadium and softball stadium for use by CSUSB Athletics, in addition to multi-use fields including soccer fields, baseball, and softball; outdoor basketball courts and tennis courts; outdoor fitness equipment with running track; track and field practice area; restrooms, offices and concessions area.

Victus Advisors' component of the feasibility study includes an analysis of potential funding options for the university sports complex, based in large part on a benchmarking analysis of funding mechanisms utilized by other state universities across the country to complete similar projects. In addition, also based on a review of similar projects across the country, we are also recommending potential ways for CSUSB to enhance the revenue potential for the complex via sponsorships, food/beverage sales, non-university usage, etc.



# Market & Financial Study of Development Options for Sun Dome in Tampa, FL

In 2009, as a result of the Sun Dome's declining operational and financial performance, the University of South Florida (USF) sought to assess the market and financial implications of renovating the existing Sun Dome arena or building a new arena. Based on market research results, Mr. Connolly developed three operating scenarios for a \$40 million arena renovation, an \$80 million renovation and a new \$100 million, 10,000-seat arena. For each scenario, he projected events and attendance; estimated financial operations including revenues from rent, premium seating, concessions, sponsorships and other such sources; developed estimates of the potential gap between arena operating income and annual debt service payments; and reviewed potential sources of funding to close the gap. Ultimately, USF elected to proceed with plans for a \$36 million renovation of the Sun Dome. The renovated arena opened in November 2012.



# Operational Benchmarking Review of the KFC Yum! Center in Louisville, KY



The KFC Yum! Center is a 22,000-seat arena in downtown Louisville, Kentucky, that serves as the home arena for the University of Louisville's men's and women's basketball programs. The arena was developed as a partnership between the State of Kentucky, the City of Louisville, and the University of Louisville. After the first year of the KFC Yum! Center's operations,



Mr. Connolly (while with another firm) provided the Louisville Arena Authority with a business operations review of the venue, including recommendations for improving operations and reducing the Authority's annual financial commitments.



# Mr. Connolly completed the following tasks:

- Conducted interviews with arena employees and Kentucky State Fair Board management.
- Benchmarked operations of the arena against similar facilities in comparable markets. And,
- Developed conclusions regarding potential enhancement's to the Yum!
   Center's event profitability, including event booking policies, staffing concerns, and potential cost reductions.

After the study was completed, the Louisville Arena Authority elected to remove the Kentucky State Fair Board from its operational role and hired AEG to a 10-year contract to manage the facility.



#### Market Demand Study for Humphrey Coliseum in Starkville, MS

In 2010, Mr. Connolly provided Mississippi State Athletics with a premium seating market study for 61,000-seat Davis Wade Stadium. His analysis included primary and secondary market research to estimate demand and revenue for suites, loge boxes and club seats. In addition, he quantified potential project funding sources such as incremental seating revenue, ticket surcharges, student fees, and corporate/donor naming opportunities. The \$80 million expansion of Davis Wade Stadium was completed by the Fall of 2014.



#### Market & Financial Analysis for Welsh-Ryan Arena in Chicago, IL

In 2011, Mr. Connolly provided Northwestern Athletics with market and financial analysis of renovation of their 47,000-seat, on-campus football stadium (Ryan Field). Based on customized market research, Mr. Connolly projected the demand for football season ticket and premium seating packages, developed estimates for the incremental revenue that could be generated, and estimated the funding potential and bonding capacity of incremental stadium-related revenue streams.



#### Market Demand & Funding Analysis for Moody Coliseum in Dallas, TX

In 2009, Mr. Connolly assessed the market and financial feasibility of renovating SMU's aging, on-campus, basketball arena, Moody Coliseum. A \$40 million dollar renovation of Moody Coliseum was 75% pre-funded by major donations from SMU alumni, and groundbreaking for the renovation project took place in fall 2013.





#### Market/Financial Analysis for New UTSA Convocation Center in San Antonio, TX

In 2009, Mr. Connolly provided UTSA Athletics with market and financial analyses related to implementation of a new FBS football program. In order to quantify the revenue potential of the football program competing in the 65,000-seat Alamodome, Mr. Connolly reviewed the historical operations of UTSA Athletics; analyzed UTSA's football implementation plan; benchmarked revenues from other FBS programs; and completed online surveys with donors and sponsors to measure interest in premium seating and sponsorships.



#### Donor Focus Groups for Potential Renovation of Texas A&M's Kyle Field

In 2010, while working for another firm, Brian Connolly conducted focus groups with key donors and athletics booster club members for Texas A&M Athletics. These focus groups included discussion of potential features and amenities that should be included in a renovation of the 110,000-seat on-campus football stadium, Kyle Field, in order to maintain the competitiveness of the Aggies football programs in future years. Focus group discussions also included a discussion of potential interest in various donor seating amenities and other ways to financially support a potential stadium renovation project.



#### 2. EXPERIENCE AND TEAM

Ms. Kelly Owsley, Senior Purchasing Analyst University of Nevada, Las Vegas 4505 Maryland Parkway, Campus Services Building, Room 235 Las Vegas, NV 89154-1033

Ms. Owsley:

Victus Advisors is pleased to present this proposal to the Nevada System of Higher Education ("NSHE") to provide an athletics competitiveness and benchmarking study for the University of Nevada, Las Vegas ("UNLV") and University of Nevada, Reno ("UNR"). Victus Advisors provides the sports industry's most <u>comprehensive</u>, <u>independent</u>, and <u>research-based</u> approach to collegiate athletic department and facility studies.

Victus Advisors specializes in market, financial, economic, and strategic planning for universities, cities, sports facilities and sports teams. In particular, we recently completed very <u>similar competitive benchmarking and revenue analysis studies</u> for <u>University of Illinois at Chicago</u>, <u>Syracuse University</u> and the <u>University of North Florida</u>, and we are currently performing a study for <u>California State University</u>, <u>San Bernardino</u>. For all of these universities, we have worked with a wide range of athletic department staff, donor/booster club personnel, and university administration to develop a realistic road map for becoming elite programs both within their respective conferences as well as nationwide. Our project team members' additional experience with other collegiate athletics-related projects within the past five years includes:

- Southern Methodist University
- Mississippi State University
- Texas A&M University
- University of South Florida
- Northwestern University

- University of Texas at San Antonio
- University of California, Santa Cruz
- · University of Louisville
- University of Utah

Victus Advisors exclusively focuses on the sports industry and has extensive experience in university athletics, therefore we maintain proprietary databases of comparable athletic department and facility information for conferences across the country. In addition, we are aware of and frequently utilize additional databases (some public, some subscription-based) that maintain information regarding athletic departments and facilities.

Brian Connolly, Managing Principal



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#### PROJECT STAFF

### **BRIAN CONNOLLY, PRINCIPAL**

Project Director for Nevada System of Higher Education *(project manager & day-to-day contact)* Expertise: University Athletics - Market Research, Financial Analysis, Economics



Education:
MBA, Sports Business - Arizona State University
BA, Economics - University of Pennsylvania

# Affiliations: International Association of Venue Managers (IAVM) Association of Luxury Suite Directors (ALSD) Facilities & Capital Committee, National Ability Center

Victus Advisors was founded by Brian Connolly, who has more than 13 years of experience in market research and financial/economic analysis. He has advised athletic departments, sports franchises, CVB's, municipal entities, non-profit organizations, and Fortune 1000 companies.

Prior to founding Victus Advisors, Brian lived in Dallas, Texas and served as a sports facility consultant with CSL, specializing in financial feasibility studies, economic impact analysis, and operational reviews for sports and entertainment venues. Prior to CSL, he worked in market research and sports business strategy roles for the NBA Orlando Magic and the NFL Arizona Cardinals. He also served as Finance Director for Chatham Partners, a Boston-based market research firm specializing in customer market research and satisfaction/loyalty analysis for the private sector.



Brian has served as an expert panelist at sports industry conferences for both IAVM and ALSD. He has also delivered guest lectures for San Diego State University's Sports MBA Program and Syracuse University's Falk College of Sport & Human Dynamics. Brian resides with his wife and two daughters in the mountain town of Park City, Utah, where his passion for outdoor recreation includes skiing in the winter and hiking/biking in the summer.



#### Relevant Collegiate Sports Experience:

- Syracuse University
- University of Illinois at Chicago (UIC)
- Southern Methodist University (SMU)
- Mississippi State University
- Texas A&M University

- Cal State University, San Bernardino
- University of North Florida
- University of South Florida
- Northwestern University
- Univ. of Texas at San Antonio (UTSA)



## WALTER FRANCO Project Analyst for Nevada System of Higher Education Expertise: Sports Market Research, Financial Analysis, Economic Analysis

Education:
MBA, Sports Business - San Diego State University
BA, Business Administration - University of Utah

Walter Franco has more than eight years of professional experience in sports business consulting and finance, and he specializes in a wide variety of market research, strategic analysis, and other planning and operational consulting services on behalf of our clients. Prior to joining Victus Advisors, Walter worked in corporate development for the ECHL Utah Grizzlies and the Maverik Center, a 10,000-seat hockey arena located in the suburbs of Salt Lake City. He also has significant experience providing consulting services to international soccer clubs, including assisting with U.S. licensing deals and brokering friendlies in the U.S. with Major League Soccer (MLS) opponents.

Walter is bi-lingual, and his professional experience includes projects and roles with English-speaking groups such as MLS, Soccer United Marketing, Real Salt Lake, and University of Utah Athletics, as well as several Spanish-language projects for Mexican professional soccer clubs (such as Liga MX's Club Tijuana Xoloitzcuintles de Caliente and Toluca F.C.) and the city of Rosarito, Mexico.



BRANDON BAGLEY
Project Analyst for Nevada System of Higher Education
Expertise: Sports Market Research, Financial Analysis, Economic Analysis

Education:

BA, Economics - Wharton School of the University of Pennsylvania

Brandon Bagley joined the Victus Advisors team in 2015 as an analyst focused on market research, financial analysis, and economic analysis for

our sports and entertainment clients.

Prior to joining Victus, Brandon spent more than four years with Chaney Sports Group, a boutique investment bank and consulting firm focused on the sports, media and entertainment industries. His client and project experience at CSG included Nitro Circus, Hyperice, Combate Americas, Uproxx, TokBox, Professional Bull Riders (PBR), Sporting Kansas City, and Essendon FC. Brandon has also held digital strategy and marketing positions with Major League Soccer (Soccer United Marketing) and the NHL Philadelphia Flyers.

Brandon is a 2011 graduate of the Wharton School of the University of Pennsylvania, with a Bachelor of Science in Economics. At Wharton, he was President of the Undergraduate Sports Business Club and helped organize the annual lvy League Sports Symposium.

#### ORGANIZATIONAL CHART









### Brian Connolly, MBA

Project Director & Principal Victus Advisors

Walter Franco, MBA

Project Associate Victus Advisors

**Brandon Bagley** 

Project Associate Victus Advisors



#### 3. STUDY APPROACH AND MANAGEMENT

Our proposed scope of services is based upon both preliminary project information provided by the NSHE and our past experience completing similar studies for NCAA athletic departments. Via the following four (4) steps, we will thoroughly analyze competitiveness and benchmarking:

- I. STAKEHOLDER INTERVIEWS
- II. RESEARCH & BENCHMARKING
- III. PRELIMINARY STUDY
- IV. FINAL STUDY AND PRESENTATION

In addition, at the end of this section, we have also included a preliminary timeline for this proposed scope of work. The remainder of this section provides a detailed description of the proposed tasks to be completed by Victus Advisors during the project.

#### I. STAKEHOLDER INTERVIEWS

As an initial phase of this study, we will travel to Las Vegas and/or Reno to meet with UNLV and UNR athletic department officials and tour their athletic facilities. The goals of these trips will be:

- Engage project leaders, as well as athletic directors, compliance officers, etc., and gather information and opinions regarding the historical background of this project and key drivers behind this initiative.
- Establish a working group with clear responsibilities and lines of communication.
- Gather any project background information, previous studies/reports, or historical operating information that may be relevant to the project.
- Confirm Victus Advisors' proposed study process and goals.
- Review potential survey topics and plans/timing for focus groups.
- Agree upon the final project timeline and deliverables.
- Tour the athletic facilities

Victus Advisors will review the historical operations of UNLV and UNR Athletics, with a primary focus on basketball and football. Data analyzed will include athletic performance, attendance, ticket sales, seating capacities, premium seating amenities and revenues, donor base, donor participation, past fundraising efforts, and other such key operational and financial data. This historical review will serve as the baseline for both:

- Comparing UNLV and UNR to peer institutions.
- Projecting incremental revenues that could be generated through our recommendations.



#### II. RESEARCH & BENCHMARKING

Next, we will research the physical and operational characteristics of other existing athletic departments within the Mountain West Conference as well as potentially members of the Pac 12 and Big 12 conferences. This analysis will include but not be limited to:

- United States Air Force Academy
- Boise State University
- California State University, Fresno
- Colorado State University
- University of New Mexico
- San Diego State University
- San Jose State University
- Utah State University
- University of Wyoming

We will compile a wide variety of information on competitive athletic departments, such as:

- Institutional profile (enrollment, faculty size, institutional budget, funding methods and research dollars, etc.)
- Athletic census (number of athletes and teams)
- Athletic expenses (budgets and expenses)
- Athletic revenues
- Administrative services and support (coaches and employees)
- Academic performance
- Scholarship awards
- Athletic facilities (Facility footprints and seating capacity
  - Venue construction costs and funding methods
  - Annual event activity and attendance levels
  - o Pricing and inventory for VIP areas and premium seating amenities
  - Value of naming rights deals
- Athletic performance
- Branding and marketing strategies
- Other such key operational information, as available.

The results of this Benchmarking Analysis will be an overview of the current athletics landscape in the Mountain West Conferences and an initial understanding of the strengths and weaknesses of the various athletic departments competing in that conference. This analysis will help us begin to identify any gaps or opportunities that may be available for UNLV and UNR regarding athletics, and serve as the baseline for projecting any changes to the athletic departments in the future.

Victus Advisors will interview and gather input directly from the executives that are ultimately responsible for the decisions affecting athletic department performance both financially and "on



the field of play". Victus Advisors will contact various local, regional and national athletic department staff. During these interviews, we will gauge their interest and opinions regarding:

- The current status of athletic departments in the Mountain West Conference
- Strengths and weaknesses of existing athletic departments in the MWC
- Specific strengths and weaknesses of UNLV and UNR athletics
- Potential improvements/upgrades to UNLV and UNR athletics
- Potential impacts of UNLV and UNR athletics improvements on the MWC as a whole

By speaking directly with athletic department staff, Victus Advisors will develop a more in-depth understanding of the operational strengths and weaknesses of Mountain West Conference athletic programs, as well as the ways that improvements to UNLV and UNR could affect the future.

#### III. PRELIMINARY STUDY - INTERIM FINDINGS

At the completion of the stakeholder interviews and research and benchmarking, we will submit a summary of our interim findings to the NHSE project team. This report provides an invaluable opportunity for us to:

- Describe and review our research results in detail.
- Review and answer any questions that may have arisen during the initial phases.
- Provide preliminary information to the project team regarding identified opportunities or improvements that could be viable to the athletic programs.
- Gather feedback from the NSHE project team regarding our preliminary findings and planned direction, prior to proceeding with the additional phases of our study.

#### IV. FINAL STUDY AND PRESENTATION

In the last phase of the project, our team will develop and present a Final Report that summarizes the outcomes of our study and presents our analyses and final recommendations. We will also recommend potential "next steps" for NSHE (and/or UNLV and UNR), should it choose to proceed towards implementation of our recommendations. Following this presentation, we would electronically deliver a comprehensive Final Report of all research, analysis, findings, and recommendations. This final report will include:

- The current competitiveness of UNLV and UNR within the Mountain West Conference and how they benchmark against peer institutions.
- Recommendations regarding athletic program upgrades or new venues, including potential investments.
- Recommendations regarding organizational approach, branding, etc. (as relevant)



- Suggestions for any next steps that may be necessary for implementation.
- Other such recommendations that could help serve as a <u>Detailed Road Map</u> to make UNLV and UNR among the premier athletic programs in the mountain west region.

We will present our Final Recommendations at the venue of NSHE's choosing.

#### PROPOSED PROJECT TIMELINE

We propose to complete this scope of work within a timeline of approximately eight (8) to ten (10) weeks, as shown below. Please note, the first six (6) weeks of our study are dedicated to in-depth primary market research to develop a unique understanding of the UNLV and UNR athletic programs as well as the Mountain West Conference. Although this process is time consuming, it provides invaluable information that cannot be replicated solely via general public data and secondary market information.

Pro	oject Phase: Week:	1	2	3	4	5	6	7	8	9	10
I.	Stakeholder Interviews	X									
II.	Research & Benchmarking:		Χ	X	X	X	X				
III.	Interim Report - Prep. & Delivery							Х	Х		
VIII.	Final Report - Prep. & Delivery									Χ	Χ

Note: Boxes highlighted in GREEN show planned travel by Victus Advisors, including:

- Planned interview trip to UNR (Week 1)
- Planned interview trip to UNLV (Week 1)
- Presentation of Final Report (Week 10)

Please note that the timeline above assumes that Victus would present the interim report via electronic file format and conference call (or video conference), whereas the final report presentation would be in-person.



#### 4. COMPETING WORKLOAD AND STAFFING PLAN

Victus Advisors is currently working on seven (7) projects, including:

- 1. California State University, San Bernardino Feasibility study for outdoor playfields
- 2. The City of Santa Cruz, CA Market and financial feasibility study for permanent multi-use arena, potentially including UC Santa Cruz Athletics (basketball, volleyball)
- 3. American Sports Centers Market demand analysis and program recommendations for a proposed new sports facility in Euclid, OH
- 4. The City of Hurricane, UT Feasibility study, planning & entitlements preparation for the development of a regional sports complex
- 5. The City of Novato, CA Economic and fiscal impact analysis for a proposed sports park
- 6. The City of Riverside, CA Feasibility study for proposed new downtown event center
- 7. The City of Whiting, IN Feasibility study for national Mascot Hall of Fame

Victus Advisors has historically completed all of our projects on time and within budget. Some of the current engagements have been active for several months, and are wrapping up at various points in 2016 and beyond.

The current projects are being staffed by various groupings of our five employees as well as numerous partners and sub-contractors (architects, developers, etc.). We are accustomed to managing numerous projects at once and organizing our staff to effectively do so.

\* \* \*

Thank you for your consideration of our proposal. If you have any questions, please contact Brian Connolly of Victus Advisors at (214) 422-6248 or <a href="mailto:bconnolly@victusadvisors.com">bconnolly@victusadvisors.com</a>



### SECTION E PRICING RESPONSE FORM

#### 1. Phase 1 of the Study:

**A.** Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase I of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost. All costs not identified will be the responsibility of the selected Proposer.

LINE			UNIT OF	UNIT	TOTAL
#	DESCRIPTION	QUANTITY	MEASURE	COST	COST
1	Competitiveness & Benchmarking Study - UNR	1	1	\$20,000	\$20,000
2	Competitiveness & Benchmarking Study - UNLV	1	1	\$20,000	\$20,000
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Estimated Cost of Phase 1 of the Study \$\_40,000

B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below)
that will be billed to NSHE for completion of Phase 1 of the Study. Please provide the maximum dollar amount
that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic
Competitiveness and Benchmarking Study. \$_40,000

**C.** If NSHE shall be expected to pay reimbursable costs (excluding travel), please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

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**D.** Travel: Provide travel costs required to complete Phase 1 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or a do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	Trip to Reno for Phase 1 of the Study	3 people	2 nights 3 days	\$1,603.50	\$3,207
2	Trip to Las Vegas for Phase 1 of the Study	3 people	2 nights 3 days	\$1,239	\$2,478

Total Travel Costs Not to Exceed \$\_5,685

Collegiate Consulting Pricing Sheet

#### 2. Optional Phase 2 of the Study:

**A.** Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase 2 of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	Competitive & Investment Assessment for Pac-12 & Big 12 - UNR	1	1	\$12,500	\$12,500
2	Competitive & Investment Assessment for Pac-12 & Big 12 - UNLV	1	1	\$12,500	\$12,500
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Estimated Cost of Phase 2 of the Study \$\_25,000

В.	NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. $\frac{25,000}{}$
C.	If NSHE shall be expected to pay reimbursable costs (excluding travel). Please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

**D.** Travel: Provide travel costs (if applicable) required to complete Phase 2 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	Trip to Reno for Phase 2 of the Study	2 people	2 days 1 nights	\$979	\$1,958
2	Trip to Las Vegas for Phase 2 of the Study	2 people	2 days 1 nights	\$716	\$1,432
				\$	\$
				\$	\$
				\$	\$

Total Travel Costs Not to Ex	ceed \$ 3,390
------------------------------	---------------

**3.** In the event that NSHE may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the hourly rate(s) for those services.

Hourly rate for these services is \$125 an hour per person.

### **NEVADA SYSTEM OF HIGHER EDUCATION**



### RFP #661-KO ATHLETICS BENCHMARKING STUDY PROPOSAL

KELLY OWSLEY // SENIOR PRUCHASING ANALYST JANUARY 14, 2016



### **TABLE OF CONTENTS**

- **3** COMPANY BACKGROUND, EXPERIENCE & REFERENCES
- **14** EXPERIENCE & TEAM
- **21 STUDY APPROACH & MANAGEMENT**
- **30** COMPETING WORKLOAD & STAFFING PLAN



### **EXECUTIVE SUMMARY**

Collegiate Consulting is pleased to provide a proposal for an athletic competitiveness and benchmarking study for the Nevada System of Higher Education (NSHE). Our study will address the athletics departments at the University of Nevada, Reno (UNR) and University of Nevada, Las Vegas (UNLV) and ascertain the competitiveness of each program within the Mountain West Conference, benchmarking relative to peer institutions and conferences and explore possibilities for future athletic conference membership.

Our firm, which was founded 10 years ago, is one of the leading consulting firms in the country focused exclusively within intercollegiate athletics. We have completed more than 500 projects since our inception across all levels of intercollegiate athletics. We offer athletic departments, conferences and associations a single-entity resource across an extensive platform of services.

Featuring a team of experienced and proven individuals, Collegiate Consulting gives our clients the ability to increase revenue, create efficiencies and maximize operations to succeed and prosper in a diverse climate. Collegiate Consulting bases its business philosophy upon three basic principles:

- 1. Innovation and creativity
- 2. Great attention to detail
- 3. Unparalleled dedication to customer service

Collegiate Consulting has distinguished itself within the marketplace through the breadth and depth of services and a proven track record of success. Our flexibility and wealth of experience enables us to offer multiple integrated services to our partners in a seamless fashion.

### **COMPANY BACKGROUND**

Collegiate Consulting has the capacity to draw from an impressive roster of experts across a wide platform of topics, and specializes in consulting services in each of the following areas:

### Feasibility Study

- Benchmarking
- Survey Studies
- Market Research & Analysis
- Adding Sports
- Changing Divisions

### Strategic Planning

- Plan Development & Execution
- Staffing
- Infrastructure
- Sports Analysis
- Organizational Structure

### **Executive Search**

- Conference Commissioner
- Athletics Director
- Head Coach
- Ticket Sales & Services Department

### Ticket Sales & Services

- Full Ticket Sales & Services
   Outsourcing
- Ticket Sales & Services Consulting
- Ticket Sales & Services Assessment
- Ticket Sales & Services Training
- Game Day Experience Assessment

### **Operational Review**

- Comprehensive Study
- Departmental Review/ Analysis
- · Program Assessment
- Academic & Compliance Review
- · Conference Membership

### **Market Research**

- Corporate Sponsorships
- · Fundraising & Development
- Inventory Analysis
- · Media Rights Evaluation
- Merchandising & Licensing Assessment
- Naming Rights Evaluation
- New Media

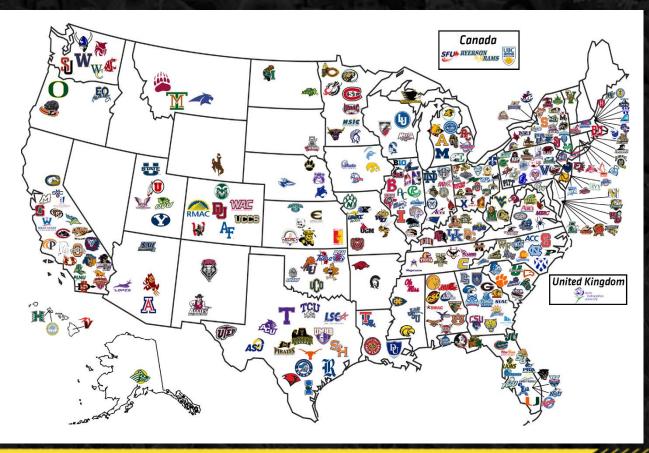
### **COMPANY BACKGROUND**

How many athletics competitiveness and benchmarking studies or similar engagements have members of the team completed with higher education institutions or higher education systems in the last five (5) years?

As a leading provider of athletics competitiveness and benchmarking studies, Collegiate Consulting has provided 54 benchmarking and athletics reviews over the past five years. These projects range from institutions within NCAA Division I FBS, Division I FCS, Division I-AAA, Division II, Division III and NAIA.

### **COMPANY BACKGROUND**

Since opening our doors, Collegiate Consulting has serviced over 500 institutions, conferences, and organizations from 45 states in the U.S., and international projects in Canada and the United Kingdom. They represent the NCAA Division I, II, and III, the NAIA and international institutions.



### **COMPANY DESCRIPTION**

Describe the corporate structure. Will an Affiliate be providing services? List companies with which you have "partnership" arrangements.

Established in 2005, Collegiate Consulting is a small corporation with four employees under the leadership of Managing Director and Founder Russell Wright. Due to our esteemed roster of consultants, each of which are leaders in their respective fields, Collegiate Consulting is able to provide all services for NSHE in-house, avoiding affiliates and partners in our projects.

Are there any anticipated mergers, acquisitions or divestitures of any portion of your business? No

Identify the number of employees in your Company.

Four (4) full-time employees

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.

No

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.

No

### **COMPANY DESCRIPTION**

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.

No

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.

None

Disclose any conflicts of interest you or your Company may have with UNLV, UNR, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.

None

Collegiate Consulting has provided the following references which are similar in size and scope to the benchmarking study for UNR and UNLV.

#### UNIVERSITY OF SOUTHERN MISSISSIPPI



#### Contact:

Jeremy McClain, Former Deputy Athletic Director (current AD at Troy University)

E: jamcclain@troy.edu P: 334.670.3482

#### Address:

118 College Drive Hattiesburg, MS 39406

### Completed: 2013

**Description**: Athletics benchmarking study & strategic plan development with focus on competitiveness and conference affiliation

Responsibilities: We were responsible for the entire project

Team Members: Russell Wright, Evan Woolard, Megan Graves

Comparison to NSHE: Benchmarking, competitiveness and membership analysis

Budget: \$20,000 (original & final); project completed within budget

Duration: Project completed as scheduled within 120 days

### **UNIVERSITY OF LOUISIANA AT LAFAYETTE**



#### Contact:

Scott Farmer, Athletic Director E: sfarmer@louisiana.edu

P: 337.482.5393

### Address:

201 Reinhardt Drive Lafayette, LA Completed: 2015 (Phase I)

Description: Athletics benchmarking study & competitiveness assessment

Responsibilities: We were responsible for the entire project

Team Members: Russell Wright, Evan Woolard, Megan Graves

Comparison to NSHE: Benchmarking, competitiveness and conference

affiliation analysis

Budget: \$19,500 (original & final); project completed within budget

Duration: Project completed as scheduled within 90 days

### FLORIDA A&M UNIVERSITY



#### Contact:

Mike Smith, Former Athletic Director (current Associate AD)
E: Michael.smith@famu.edu
P: 850.599.3868

#### Address:

1835 Wahnish Way Tallahassee, FL 32307 Completed: 2014

Description: Athletics benchmarking study & competitiveness assessment

Responsibilities: We were responsible for the entire project

Team Members: Russell Wright, Evan Woolard, Megan Graves, Gregg Fort

Comparison to NSHE: Benchmarking and competitiveness assessment

Budget: \$20,000 (original & final); project completed within budget

Duration: Project completed as scheduled within 90 days

#### UNIVERSITY OF TEXAS AT RIO GRANDE VALLEY



#### Contact:

Chris King, Athletic Director E: chris.king@utrgv.edu P: 956.665.2221

#### Address:

1201 West University Drive Edinburg, TX 78539 Completed: 2014

Description: Athletics benchmarking study & strategic plan development

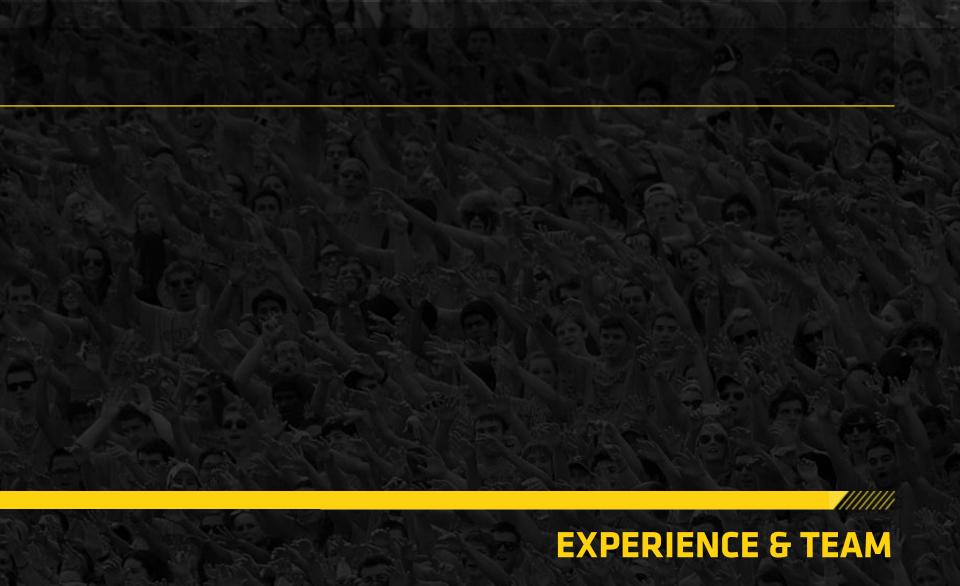
Responsibilities: We were responsible for the entire project

Team Members: Russell Wright, Evan Woolard, Megan Graves

Comparison to NSHE: Athletics benchmarking and competitiveness assessment with strategic plan as component of our results.

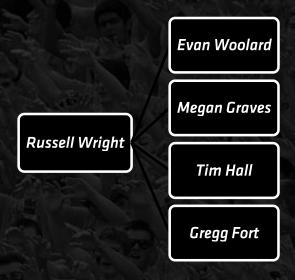
Budget: \$20,000 (original & final); project completed within budget

Duration: Project completed as scheduled within 90 days



NEVADA SYSTEM OF HIGHER EDUCATION RFP #661-KO

- A. Our firm has been providing competitiveness and benchmarking studies since our inception and well-versed in process and methodology to complete a comprehensive project both within budget and time frame. With the relationships we have developed in our 10 years, we have the ability to access conference survey reports.
- B. We would utilize our staff of Russell Wright, Evan Woolard and Megan Graves, all of whom have extensive experience with Collegiate Consulting conducting and completing competitiveness and research projects. In addition we would utilize Gregg Fort and Tim Hall from our consulting roster.
- C. Our organizational chart is detailed:



Our full-time staff has worked on all of the projects since our inception and we are primary contact and provide the majority of all work product and research, which we have detailed in our study approach and management section. Due to the scope of project we will utilize two consultants that are well-versed with our methodology:

#### **NAME: TIM HALL**









Projects: University of Massachusetts – Lowell (divisional feasibility study – 2013); Bemidji State University (benchmarking study – 2013); Grand Canyon University (divisional feasibility study – 2013); Niagara University (benchmarking & competitiveness – 2013)

Tasks Performed: Interviews, Research, Analysis & Recommendations

Area of Expertise: Mr. Hall would assist Collegiate Consulting with qualitative interviews/ stakeholder analysis; institutional and MWC analysis; staffing & salary analysis; program assessment and areas of consideration.

Progression: Mr. Hall has served as a consultant with Collegiate Consulting for the past three years.

#### **NAME: GREGG FORT**













Projects: Northern State University (feasibility study - 2015); Tarleton State University (feasibility study - 2014); Florida A&M University (operational review - 2014); Sam Houston State University (feasibility study - 2013); Texas A&M University - Corpus Christi (benchmarking & competitiveness study - 2010); University of Missouri - Kansas City (benchmarking & competitiveness study - 2008, 2012)

Tasks Performed: Interviews, Research, Analysis & Recommendations

Area of Expertise: Mr. Fort would assist Collegiate Consulting with qualitative interviews/ stakeholder analysis; institutional and MWC analysis; staffing & salary analysis; program assessment and areas of consideration.

Progression: Mr. Fort has served as a consultant with Collegiate Consulting for 10 years.

### RUSSELL WRIGHT

#### MANAGING DIRECTOR

Russell Wright founded Collegiate Consulting as the Managing Director after a 10-year tenure at CBS College Sports (formerly FANSonly/CSTV). In his role Wright is responsible for partner acquisition, account management, strategic planning and day-to-day operations for Collegiate Consulting. Mr. Wright brings over 20 years and significant web, business development, sales and marketing experience to his role at Collegiate Consulting.

During his tenure at CSTV, the leading provider of web solutions for athletic departments with more than 220 partners, Wright had a wide variety of responsibilities from editorial management, marketing and promotional activities, public relations to his role as vice president, university relations. In the university relations role, Wright and his staff were responsible for account management, local corporate advertising, e-commerce, business development and contracts. During his tenure, the company grew from 6 to 225 partners and more than \$12 million in gross annual revenue.

Mr. Wright earned his B.S. in management from Clemson University in 1991 and M.S. in sports administration from Georgia State University in 1996.



### **EVAN WOOLARD**

#### DIRECTOR OF CLIENT SERVICES

Evan Woolard joined Collegiate Consulting in June of 2012 as Client Services Coordinator, rising to his current role of Director of Client Services in 2014. At Collegiate Consulting, Mr. Woolard is responsible for account management and press relations.

Prior to joining the Collegiate Consulting team, Mr. Woolard spent three years as a student assistant in Georgia Tech's Sports Information and Media Relations Department. In addition to media relations support, he also provided game day support for various sports, including assistance at NCAA softball championship sectionals and the United States Collegiate Championship Golf tournament.

Mr. Woolard previously spent two seasons with the Atlantic Coast Conference to increase fan awareness of the ACC football championship game through digital marketing.

Mr. Woolard earned his B.S. in Business Management from Georgia Tech (2011) with a minor in International Affairs. He obtained certificates in Marketing and Business Operations & Supply Chain Management from Tech's College of Business.

### **MEGAN GRAVES**

#### **CLIENT SERVICES COORDINATOR**

Megan Graves joined Collegiate Consulting in January 2013 as Client Service Coordinator after completing the firm's corporate internship program. At Collegiate Consulting, Ms. Graves is responsible for account management and creative support for university partners.

Previously Megan worked with the University of Georgia Athletic Department as a Suite Ambassador where she worked as the liaison between suite holders, catering and university employees. Throughout college Megan worked in coordination with Academy Sports & Outdoors and Athens Wedding Professionals to promote and raise brand awareness.

Ms. Graves earned her B.A. in Journalism from the University of Georgia's Grady College of Journalism (2012) and is certified in Adobe Photoshop.

### GREGG FORT, HARTWICK COLLEGE

VICE PRESIDENT FOR COLLEGE ADVANCEMENT AND CAMPAIGN MANAGER

Gregg Fort is currently the Vice President for College Advancement and Campaign Manager for Hartwick College.

Previously at Hilbert College, Fort was the Vice President for Institutional Advancement. Fort oversaw all aspects of the college's fundraising, governmental and alumni affairs efforts.

The McKinney, Texas native previously served five years as the Assistant Vice President for Advancement at DePaul University in Chicago.

Fort is also the president and CEO of Fort Consulting, Inc. and Fort Group Limited.

Established in 1999, the Fort Group is a company specializing in NCAA Intercollegiate Athletics, facility development and the consultation of corporate clients.

Before DePaul, Fort was the Executive Director of the Big Red Fund at UIC, increasing athletic giving by over 70% in one year. Fort also served for three years as the associate athletic director at FIU, coordinating the department's external efforts, including athletic development, marketing, radio and television, community and media relations, tickets, licensing and corporate sponsorships.

In addition, Fort spearheaded the FIU Football Stadium project and generated over \$5.7 million dollars in revenue during his three years.



### TIM HALL, UMBC

### DIRECTOR OF ATHLETICS, PHYSICAL EDUCATION AND RECREATION

Tim Hall was appointed Director of Athletics, Physical Education and Recreation in July, 2013 at University of Maryland, Baltimore County.

Hall joined the UMBC community after serving as Director of Athletics at the University of Missouri-Kansas City (UMKC) since February, 2007. A member of the Chancellor's executive cabinet, Hall's stewardship of the program propelled UMKC to new heights at the NCAA Division I level in athletic competitiveness, academic success, fund-raising and community service efforts. In the spring of 2013, he led UMKC athletics into a new era, announcing that it was joining the Western Athletic Conference (WAC) on July 1, 2013.

Hall came to Kansas City after serving as the Associate Athletics Director for Development at Kent State University in Kent, Ohio, from 2003-07. Previously, Hall worked at Eastern Kentucky University from 2000-03. He began work as the collegiate Director for Development in 2000 before being promoted to the Director of Major Gifts and Special Projects in 2001. In this capacity, he raised over \$4.6 million for the university, including \$1.3 million for athletics. Hall also served as the Assistant Director of Development at Saint Xavier University in Chicago from September 1999 through October 2000. Before moving to Chicago, Hall worked at Youngstown State University as an Assistant Director of Athletic Development from 1997-99.

Hall earned his bachelor's degree in sports administration from the University of Toledo in 1994. He then received his master's degree in sports administration from Kent State University in 1998.





NEVADA SYSTEM OF HIGHER EDUCATION RFP #661-KO

### **STUDY APPROACH & MANAGEMENT**

Collegiate Consulting is pleased to offer NSHE the services of conducting a benchmarking study and competitiveness review. The pages that follow will provide a full description of the services which will be provided to UNR and UNLV. The operational review will include the following ten steps. A report will be prepared and Collegiate Consulting will provide a final presentation to the institutions.

- 1. Qualitative Interviews/ Stakeholder Analysis
- 2. Institution Peer Analysis
- 3. Conference Analysis
- 4. Facilities Assessment
- 5. Academic Progress Rate/Graduation Success Rate
- 6. Staffing & Salary Analysis
- 7. Scholarship/Financial Aid Analysis
- 8. Funding Analysis
- 9. Financial Report

### **STUDY APPROACH & MANAGEMENT**

#### 1. Qualitative interviews/ Stakeholder Analysis

Collegiate Consulting will complete a campus visit and interview key stakeholders. Stakeholder interviews and focus groups will provide insight into the level of support and commitment for the institution and assist in understanding the intercollegiate athletic operations. A key element of the campus visit will be to understand the vision that the President and Senior Leadership has for the intercollegiate athletic program for the future.

Interviews typically take two days on campus. Interviewees include:

- University President
- University Senior Leadership
- Faculty Athletics Representative
- Athletic Director
- Athletic Administration & Staff
- Athletic Coaching Staff
- Student-Athletes (focus group)
- Students (focus group)
- Faculty & Staff (focus group)

The campus visit will also include a facility tour.

#### 2. <u>Institution Peer Analysis</u>

Collegiate Consulting will provide a top-line set of information as it relates to the MWC institutions. The research will include:

- Institution Endowment
- Institutional Budget
- Carnegie Classification
- Public/Private
- Enrollment (Graduate/Undergraduate)
- Full-time Faculty
- Male/Female Ratio
- Tuition
- Funding for Intercollegiate Athletics

#### 3. Conference Analysis

Collegiate Consulting will complete a conference analysis of the MWC. The analysis will include:

- Conference Overview
- Travel Matrix
- Sport Participation
- Total Number of Student-Athletes
- Market Size
- Conference Competitiveness
- Directors' Cup Ranking
- Budgets (Overall)
- Operating Budget by Sport

#### 4. Facilities Assessment

Collegiate Consulting will provide a comprehensive matrix of all athletic facilities within the Mountain West Conference by sport. We will use benchmarking from these facilities to provide a list of improvements and new facilities the institution may consider.

- Facility photos
- Capacity
- Year Built
- Recent Upgrades

#### 5. Academic Progress Rate/Graduation Success Rate

Collegiate Consulting will benchmark the Academic Progress Rate (APR) of each UNR & UNLV sport to the NCAA averages for:

- Each sport by gender
- Average by gender
- Overall average

#### Staffing & Salary Analysis

Collegiate Consulting will complete a staffing and salary analysis for UNR & UNLV compared to the Mountain West Conference:

- Administrative Staffing (full, part-time and graduate assistant)
- Coaching Staffing (full, part-time and graduate assistant)
- Administrative Salaries
- Coaching Salaries
- Departmental Comparison

- 7. Scholarship/Financial Aid Analysis
- Sport-by-Sport
- Gender Comparison
- Cost of Attendance Stipends

#### 8. Funding Analysis

After data collection and assessment, Collegiate Consulting will provide a comprehensive expense and funding analysis for the new sports. The analysis will include, but is not limited to:

- Institutional Support
- Student Athletic Fees
- Fundraising/ Annual Giving

#### 9. Financial Report

Collegiate Consulting will prepare a comparative financial report for the UNR & UNLV athletics programs and for each individual sport. The customized reports will benchmark the institutions' revenues, expenses and student-athlete participation rates against the following:

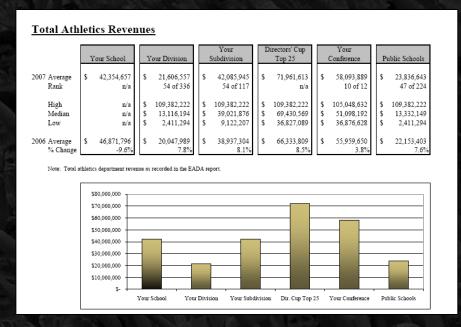
All Institutions in a specific Division

- Division I Average
- Division I FBS Average
- Mountain West Conference Members
- Group of Peer Institutions
- Director's Cup Top-50 Institutions

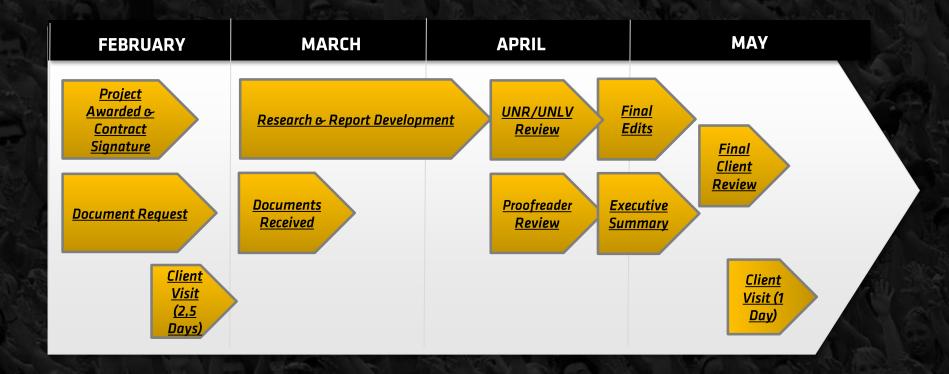
Each category includes the Average, High, Median and Low.

The Financial Report provides an analysis of how UNR & UNLV compare to in the following metrics:

- Total Athletic Revenue
- Individual Sport Revenue
- Total Athletic Expenses
- Individual Sport Expenses
- Total Athletic Expenses per Sport
- Total Athletic Expenses per Participant
- Men's & Women's Expenses per Participant
- Men's & Women's Total Operating Expenses
- Scholarship Expenses
- Recruiting Expenses
- Total Athletic Participation

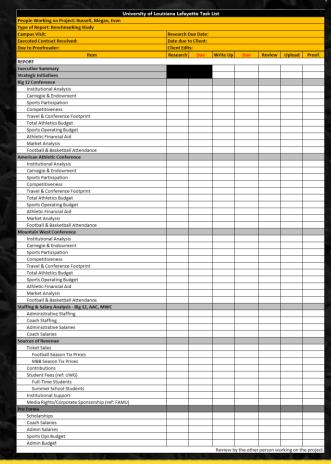


Collegiate Consulting has provided below a timeline of feasibility study & planning services based on a start date in February. The timeline is subject to review based on client review and lead times.



<u>Communication Plan</u> - Collegiate Consulting prides itself ourselves on our communication platform to ensure all parties are up-to-date in real time with regard to status of the project. We will submit a weekly project task list report (sample provided) and based on amount of interaction from both institutions, we will schedule either weekly or bi-

weekly update calls.





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# **COMPETING WORKLOAD & STAFFING PLAN**

Our firm is currently engaged with 10 institutions and conferences for on-going projects. Three of those projects will be completed within the next 30 days; four of those projects have support from our Division II consultant. Our current projects are:

- Embry Riddle Aeronautical University Division II membership services
- Emmanuel College Division II membership services
- Great Midwest Athletic Conference conference staffing and budget survey
- Hartwick College benchmarking study
- University of Louisiana Lafayette benchmarking study
- Mississippi College benchmarking study
- University of North Alabama divisional feasibility study
- Rogers State University Division II membership services
- St. Anselm College feasibility study
- Western Athletic Conference membership study

As noted with our expertise and experience, we have the infrastructure and resources to complete this project within budget and timeframe as prescribed by NSHE.



# SECTION E PRICING RESPONSE FORM

#### 1. Phase 1 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase I of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost. All costs not identified will be the responsibility of the selected Proposer.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	Athletics Competitiveness and Benchmarking Study	1	Dollars	\$ 125,000	\$ 125,000
			2		
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
			e e	\$	\$

Total Estimated Cost of Phase 1 of the Study \$ 125,000

B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see be	elow)
that will be billed to NSHE for completion of Phase 1 of the Study. Please provide the maximum dollar am	nount
that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic	
Competitiveness and Benchmarking Study. \$ 130,000	

**C.** If NSHE shall be expected to pay reimbursable costs (excluding travel), please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

Reimbursable costs associated with Phase I would consist of survey administration/programming work.

Not to exceed reimbursable costs associated with Phase I, excluding travel, are \$5,000.

	 -	 

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**D.** Travel: Provide travel costs required to complete Phase 1 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or a do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	Travel to Las Vegas & Reno for interviews, focus groups, etc.	8	Dollars	\$ 1,250	\$ 10,000
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Travel Costs Not to Exceed \$ 10,000

#### 2. Optional Phase 2 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase 2 of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	Athletics Competitiveness and Benchmarking Study	1	1	\$ 50,000	\$ 50,000
				\$	\$
- 4				\$	\$
				\$	\$
				\$	\$
			965		\$
				\$	

#### Total Estimated Cost of Phase 2 of the Study \$ 50,000

В.	NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. \$ 50,000
C.	If NSHE shall be expected to pay reimbursable costs (excluding travel). Please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.  Not applicable

#### RFP 661-KO

**D.** Travel: Provide travel costs (if applicable) required to complete Phase 2 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

LINE #	TRAVEL COST DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	Travel to Las Vegas & Reno for meetings, presentations, etc.	4	Dollars	\$ 1,250	\$ 5,000
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total Travel Costs Not to Exceed \$ 5,000

3. In the event that NSHE may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the hourly rate(s) for those services.

Hourly rates for CSL International personnel are as follows:

Principal:

\$395

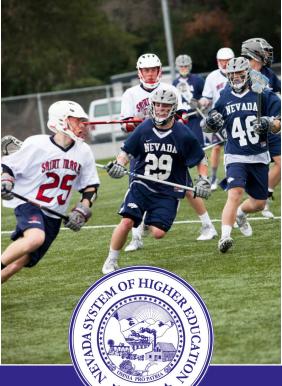
Manager:

\$295

Analyst:

\$195







#### PROPOSAL TO PROVIDE:

# ATHLETICS COMPETITIVENESS & BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA, RENO & THE UNIVERSITY OF NEVADA, LAS VEGAS

JANUARY 14, 2016

**REQUEST FOR PROPOSAL 661-KO** 





January 14, 2016

Ms. Kelly Owsley Senior Purchasing Analyst University of Nevada, Las Vegas 4505 Maryland Parkway Campus Services Building, Room 235 Las Vegas, NV 89154-1033

Dear Ms. Owsley:

Conventions, Sports and Leisure International ("CSL"), in conjunction with Rick Dickson (retiring Athletics Director at Tulane University) and RCG Economics ("RCG"), is pleased to present this proposal to the Nevada System of Higher Education ("NSHE") to conduct a comprehensive athletics competitiveness and benchmarking study of the University of Nevada, Reno ("UNR") and the University of Nevada, Las Vegas ("UNLV") athletic departments.

Our strategically assembled project team provides the NSHE with over 200 years of collective experience in a combination of disciplines, including: (a) collegiate athletic program consulting, (b) collegiate athletics administration, and (c) Nevada-specific market, economic, and public policy research and analysis.

We have developed a comprehensive approach to evaluating the athletics competitiveness that includes a combination of quantitative data benchmarking, interviews with key stakeholders, review of facility conditions and surveys/focus groups with key constituent groups to provide a robust assessment of UNR and UNLV's competitive position within the Mountain West Conference and, potentially, within the PAC-12 and Big 12 conferences. Our assessment will clearly identify recommendations to improve competitive positioning and the required level of financial resources needed to achieve the desired competitive positioning.

We are confident you will find that our team will provide you with the most experienced, proven services available in the industry. Should we be given the opportunity to provide you with our consulting services, you will receive the highest level of innovation, dedication, and effort on our part. Should you have any questions regarding this proposal, please contact Bill Rhoda at (972) 491-6900.

Sincerely,

CSL International

CSL International

#### SECTION F RFP RESPONSE FORM

Company Name: Conventions, Sports	s & Leisure International	LLC RFP No.:	661-KO				
Nevada Business Licenses No.: NV20131	693441	Business License Exp.: 11	-30-16				
Address: 7501 Lone Star, Suite B200		City: Plano					
State: TX Zip Code: 75024	Phone No.:_972-491-69	00 Fax No	o.: 972-491-6903				
Contact Person: Bill Rhoda	Email: BRhoo	a@cslintl.com					
UNLV Supplier Number (MUNIS ID): 1903	Federal Tax ID No	45-3340743					
Please check the appropriate box(es) in ac	ccordance with General Ter	ms and Conditions:					
BUSINESS STATUS							
Minority Business Enterprise (MBE)		Small Business Enter	prise (SBE)				
Women-Owned Business Enterprise	(WBE)	Local Business Enter	rprise (LBE)				
Disabled Veteran Business Enterpris	se (DVBE)	✓ Not Applicable (N/A)					
ACKNOWLEDGMENT OF ADDENDA	:						
RFP including any related documents, and	The undersigned, as an authorized representative for the Company named above, acknowledges that he/she has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.						
The undersigned acknowledges receipt of	the following addenda:						
Addenda No. 1 Dated 1-6-16	Addenda No Dated _	Addenda N	No Dated				
Addenda No Dated A	Addenda No Dated _	Addenda N	No Dated				
DEPARTMENT/SUSPENSION STATU	IS						
<b>1.</b> The proposer certifies that it is not suspetthe Federal Government, or in receipt of a result of the Federal Government.	ended, debarred or ineligible notice of proposed debarmen	from entering into contracts t from any State agency or	s with the Executive Branch of local public body.				
2. The proposer agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.							
EXCEPTIONS							
Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the Proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the excepted requirements, the Proposer may still compete in the solicitation. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.							
Are there any exceptions to this RFP?	Yes No V						
$\gamma \rho$			1 2				
	JAY LENHARDS	PRINCIPAL	1/13/16				
Signature	Print Name and Title		Date				

UNLV Purchasing and Contracts Department

Page 1 of 3

Revision October 17, 2012

#### SECTION G LIST OF SUBCONTRACTORS/ TIER 2 SUPPLIERS

RFP No.: 661-KO Company Name: Conventions, Sports & Leisure Internationa

#### HISTORICAL AND ANTICIPATED COMMITMENT TO TIER 2

If anticipated to exceed \$1,000,000 at any time during the life of the contract provide the following reporting information:

Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.

A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:

- The name, city and state

- Type of Tier 2 status (local, women owned, minority/and or disadvantaged)

- Any certification of such status including the entity granting the certification if applicable

#### I. CONSIDERED SUBCONTRACTORS/ TIER 2 SUPPLIERS

Company Name:		_Federal Tax ID No.:	
Nevada Business License No.:		Business License ExpDate:	
City:	_State:		Phone No.:
Business Status (in accordance with General	l Terms	s and Conditions):	
Minority Business Enterprise (MBE)		Small Business Enterp	rise (SBE)
Women-Owned Business Enterprise (WBE)		Local Business Enterpr	rise (LBE)
Disabled Veteran Business Enterprise (DVBE)			
Certification No.:		_Issued by:	

# SECTION G LIST OF SUBCONTRACTORS/ TIER 2 SUPPLIERS

RFP No.: 661-KO Company Name: Conventions, Sports & Leisure Internationa

#### II. UTILIZED SUBCONTRACTORS/ TIER 2 SUPPLIERS

Company Name:	1981	_Federal Tax ID No.:	
Nevada Business License No.:		Business License Exp. Date:	
City:	_State:	2	Phone No.:
Business Status (in accordance with General	l Terms	s and Conditions):	
Minority Business Enterprise (MBE)		Small Business Enterp	rise (SBE)
Women-Owned Business Enterprise (WBE)		Local Business Enterpr	rise (LBE)
Disabled Veteran Business Enterprise (DVBE)			
Certification No.:		_Issued by:	



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COMPANY
BACKGROUND,
EXPERIENCE &
REFERENCES



# TAB 1 - COMPANY BACKGROUND, EXPERIENCE & REFERENCES

#### A. EXECUTIVE SUMMARY

Conventions, Sports & Leisure International ("CSL") is extremely pleased to have assembled the most talented and experienced project team in the industry to conduct an objective, thorough and comprehensive athletics competitiveness and benchmarking study for the University of Nevada, Reno ("UNR") and the University of Nevada, Las Vegas ("UNLV"). This Executive Summary provides a company description, history and high-level corporate overview.

Based in Plano, Texas, CSL is a leading advisory and planning firm specializing in providing consulting services to the convention, sport, entertainment and visitor industries. CSL was founded more than 25 years ago by former Partners with a Big Four Accounting & Consulting firm and has gained an outstanding reputation as the preeminent provider of advisory services to optimize performance and competitiveness of sports and entertainment businesses. CSL has provided advisory services on 1,500 sports and entertainment projects nationwide, having worked with over 75 institutions of higher learning. CSL International is a wholly-owned subsidiary of Legends, a joint-venture between the Dallas Cowboys and New York Yankees. CSL will serve as the lead consultant on the project team and will coordinate the work efforts of its partners.

The project team we have assembled includes a combination of experts in (a) collegiate athletic program consulting, (b) collegiate athletics administration and (c) Nevada-specific market, economic and public policy research and analysis, with over 200 years of experience. The goals of this study is to provide the Nevada System of Higher Education ("NSHE") with a comprehensive study of the athletic departments of UNR and UNLV. The team was assembled based upon their significant long-term experience in NCAA Division 1 Athletics and the Nevada market.





#### **B. COMPANY BACKGROUND**

# **FIRM INFO**

THE LEADING ADVISORY AND PLANNING FIRM SPECIALIZING IN PROVIDING CONSULTING SERVICES TO THE SPORTS, ENTERTAINMENT & LEISURE INDUSTRIES.

CSL International was established for the specific purpose of providing a source of focused research and expertise in the sports, entertainment, hospitality and leisure industries. Members of our firm have been providing services to these specialized industries since the mid-1980's and have been involved in over 1,000 engagements. We assist our clients from the earliest stages of project planning, ensuring that all decisions are informed ones. Our consultants provide in-depth information, creative solutions to underlying issues, a thorough analysis of financial implications, and various measurements of risk and return surrounding alternative courses of action.

CSL has built its reputation on meeting client needs by delivering quality services that have credibility in the marketplace. Our firm is able to provide these services by drawing upon the years of experience of its professional staff. Being consistently involved in many major transactions allows our professionals to obtain knowledge of both tangible and intangible components of completed transactions, the reasons for failed efforts, and changes in the marketplace affecting revenue streams and operating expenses for a variety of sports teams, leagues, athletic departments and facilities.

Our project team has extensive experience in providing assistance for a variety of teams, facilities and entities in the sports, entertainment, hospitality and leisure industries. Collectively, with over 150 years of specific consulting experience, no other competing firm has the depth or breadth of experience to match CSL. This level of broad and extensive experience is unmatched and provides CSL with a platform from which to assist our clients from a base of working knowledge in every major U.S. market, spanning professional, collegiate and amateur sports. Our diversity of experience provides us with a broad and comprehensive perspective of the issues facing our clients.





MARKET DEMAND
FINANCIAL
ECONOMIC
IMPLEMENTATION

In nearly all of our projects, MARKET DEMAND forms the basis of the evaluation of a facility project, development initiative, or strategic planning exercise. Without a clear and accurate understanding of demand potential unique to a specific market and project, all later analysis of programmatic, financial, economic and implementation issues may be misdirected. As such, we utilize the most comprehensive set of research and analysis tools and techniques in the industry to comprehensively evaluate and estimate the unique market demand and potential for each project. Our methods have been employed and refined through hundreds of diverse projects over the past 20 years.

Building on market conclusions, FINANCIAL and ECONOMIC issues are often central to the consideration of facility development, performance enhancement, and economic development projects. Our extensive database of comparable projects collected over hundreds of engagements is a critical asset during our analysis of project financial and economic issues. Being consistently involved in many projects and transactions throughout North America allows our professionals to obtain knowledge of both tangible and intangible components of successful projects/transactions, the reasons for failed efforts, and changes in the marketplace affecting financial and economic characteristics.

IMPLEMENTATION is key to any successful project. Our professionals bring a wealth of industry-specific experience to every one of our engagements, delivering objective answers, creative solutions and focused recommendations to complex projects. We provide our clients with the detailed information they need to make informed decisions regarding project implementation.





# The following provides a brief summary of services that CSL provides with regard to feasibility planning:

- COMPARABLE & COMPETITIVE BENCHMARKING Assess various institutional, operational, and financial characteristics of colleges, universities, professional sports teams, and other organizations as a means of comparison to their peers.
- STRATEGIC PROJECT PLANNING Establish the framework for the initial planning phases of a project and to design an action plan to bring a project from planning to successful operation.
- MARKET FEASIBILITY Estimate probable market demand for sports teams, leagues and facilities projects and identify appropriate market(s) in which to compete.
- FINANCIAL ANALYSIS Develop a financial model based upon estimated levels of utilization and patron spending that will reflect important variables that will impact the cash flow of a sports team, league, conference and/or facility.
- FACILITY DESIGN CRITERIA Assist in defining optimal size and configuration criteria for a sports or entertainment facility within a given market.
- ECONOMIC IMPACT ANALYSIS Provide an estimate of the quantitative and qualitative short and long-term economic and fiscal impacts of the construction and operations of a project or entity on the local area. This analysis will produce estimates of the employment, earnings, total output and tax revenues generated by the project.
- FACILITY FUNDING ANALYSIS Identify funding alternatives that could be available to support various initiatives and to develop a strategic funding plan. This analysis can also be used to initiate the process of identifying prospective interest in all components of the financing plan and to evaluate the level of private or public sector funding that may be necessary.
- STRATEGIC PLAN DEVELOPMENT AND IMPLEMENTATION Assist in the development and implementation of a strategic business plan. This includes the consideration of the organization of the development, construction, operational and legal teams. In addition, this step will assist in developing the appropriate pricing and inventories for general and premium seating, establishing a marketing plan, and selecting various facility contractors (i.e. concessionaires, media, etc.).
- PREFERENTIAL AMENITIES ANALYSIS Assist in the evaluation, market positioning, pricing, quantity, target markets and successful marketing of preferential amenities. Such amenities include private suites, club seating, loge boxes, personal seat licenses, private clubs and other related concepts.
- **NEGOTIATION ASSISTANCE** Assist in reaching negotiated development, relocation, lease and management agreements with a variety of parties, including facility management, concessionaire and other such parties.
- VALUATION ANALYSIS Develop a valuation of a sports franchise or facility based on industry acceptable valuation methods, including the market and income approaches.

# ABOUT RCG ECONOMICS



#### WHO WE ARE (WWW.RCG1.COM)

RCG Economics LLC (RCG) understands the relationship among the various components of growth and development - the result - a more thorough analysis and better solutions for clients involved in regional economics and urban planning. Because of our experience with private and public sector organizations involved in development, we are often engaged to find the common ground during negotiations, and to develop win-win solutions.

The forces causing regional change affect the economic-base of communities and affect the number and character of jobs and people. Jobs and population growth influence the demand for commercial real estate and housing. How development is distributed within a community represents the urban form by directly affecting the demand for infrastructure and public services. The financial effects on governmental entities are the fiscal impacts.

Environmental impacts can also occur because of development or the expansion of regional infrastructure. All of these factors feedback on the economic forces that influence growth and change.

#### FIRM OBJECTIVES

RCG provides a wide variety of services to both public and private sector entities. The foundation of our practice is the use of sound and objective economic principles to understand and help solve urban policy problems for our clients. Much of the work involves analysis of the forces causing economic and demographic changes within a region or urban area.

#### RANGE OF SERVICES

Our approach to regional and urban economic consulting incorporates bottom-line market realities into public policy and planning decisions. RCG is comprised of urban economists, planners, real estate analysts, fiscal experts. Our team has combined expertise in regional and urban growth issues, public planning, economic modeling, land use planning, fiscal and economic impact analysis, industry economic and demographic forecasting.

#### **BROAD CLIENT-BASE**

Our role in economic consulting has evolved, as growth management and economic development have become central issues in urban and regional policy-making. We work with major public agencies and private sector entities that are influenced by urban and economic growth issues, including:

- Universities
- Comprehensive Planning Departments
- Private Corporations
- Economic Development Entities
- Real Estate Development Companies
- School Districts
- Transportation Planning Agencies







Our clients include:

#### **PUBLIC AGENCIES**

City of Las Vegas City of North Las Vegas City of Henderson Clark County College of Southern Nevada

Governor's Office of Economic Las Vegas Valley Water District

McCarran International Airport

Nevada Department of Transportation

Nevada Test Site Corporation

RTC of Southern Nevada

RTC of Washoe County

Southern Nevada Water Authority

University of Nevada-Las Vegas

U.S. Bureau of Land & Management

Washoe County Regional Transportation Commission

#### PRIVATE SECTOR FIRMS

American Nevada Corporation

Atkins Global

Bank of America-Nevada

Boyd Gaming Corp.

Caesars Entertainment

Carter-Burgess, Inc.

CH2M HILL

Dames & Moore

Economic Development Authority of Western Nevada

G. C. Wallace Engineers

Household Credit Services

The Howard Hughes Corporation

JMA Architects

Las Vegas Global Economic Alliance

Las Vegas Metro Chamber of Commerce

Louis Berger & Associates, Inc.

Marnell Corrao Associates

MGM Resorts International

**Newland Communities** 

Olympic Group-Nevada

Parsons Brinckerhoff

Picerne Development

Poggemeyer Design Group

Southern Highlands Development Corp.

Union Pacific Railroad

Zappos





#### 1. RELATED EXPERIENCE

Over the past five years, members of the CSL consulting team have worked on a number of projects providing consulting and analysis similar to the Scope of Work specified for this Study.

i. In the last five years, CSL consultants have completed over 100 competitiveness and benchmarking or similar engagements. The following is a sample of recent clients:



ii. In the last five years, CSL team members have completed over 30 competitiveness and benchmarking or similar engagements with higher education institutions. The following is a sample of recent collegiate clients:





#### 2. COMPANY DESCRIPTION

- i. CSL is a wholly owned subsidiary of Legends, a parent company owned equally by the New York Yankees of Major League Baseball and the Dallas Cowboys of the National Football League.
- ii. There are no anticipated mergers, acquisitions or divestitures of any portion of the business.
- iii. CSL has 20 employees nationally with the expertise to support the requirements in this RFP.
- iv. Within the past five (5) years, CSL or any Affiliate (i) has made no general assignment for the benefit of creditors; (ii) has taken no action nor suffered under any insolvency or bankruptcy act; (iii) has not been placed in any receivership; or (iv) has not defaulted on any loan or been unable to pay its debts.
- v. Within the past five (5) years, there have been no liens, claims, judgments, lawsuits or other litigation filed against CSL or any Affiliate related to the proposed services to be provided.
- vi. Within the past five (5) years, CSL or any Affiliate have had no contracts terminated on the basis of a breach or default.
- vii. CSL declares that there are no conflicts of interest.
- viii. CSL declares that there are no conflicts of interest with UNLV, UNR, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.

#### C. REFERENCES

The following are three business references required as a part of this RFP.



#### NORTH DAKOTA STATE UNIVERSITY - DIVISION I RECLASSIFICATION STUDY

Organization: North Dakota State University Street Address: Bison Sports Arena, P.O. Box 5600 City, State, Zip: Fargo, North Dakota, 58105-5600

Year the project was completed: 2002

#### INSTITUTIONAL CONTACT

Name: Gene Taylor

Title During Study: Director of Athletics, North

Dakota State University

Current Position: Deputy Director of Athletics,

University of Iowa Phone: (319) 335-9227

Email: gene-taylor@hawkeyesports.com

#### **PROJECT INFORMATION**

General description of the engagement: conducted a market and revenue potential study to understand the potential market and financial support, both internally and externally, for a reclassified Division I intercollegiate athletics program at North Dakota State University ("NDSU"). Primary responsibilities assumed by company: CSL performed analysis of the demographics and socioeconomic characteristics of the local market; extensive telephone surveys of students, faculty/ staff, alumni, Team Makers and local corporations; analysis of operating statistics of comparable Division I athletics programs; and analysis of universities that had recently reclassified from Division II to Division I.

Names and related responsibility of the consultant team members primarily responsible for doing the work: Jay Lenhardt, Project Director

**Explanation of why study is comparable:** CSL performed stakeholder interviews to assess the current status of the athletic program at NDSU



and opportunities for the future. In addition, CSL performed an in depth assessment of comparable Division I athletics program data including, but not limited to, athlete participation, sport sponsorship, financial operating performance, staffing levels and Equity in Athletics Disclosure Act ("EADA") data to determine benchmarking standards and the feasibility of NDSU reclassifying from Division II to Division I.

Original Budget Amount: \$60,000

Final Budget Amount: \$60,000

Was project/contract completed within or under the original budget/ cost proposal, and if not, why not? Yes

Number of days allotted for project completion: 70

Was project/contract completed in time originally allotted, and if not, why not? Yes



#### SOUTH DAKOTA STATE UNIVERSITY - DIVISION I RECLASSIFICATION STUDY

**Organization:** South Dakota State University **Street Address:** 11th Street and 16th Avenue

City, State, Zip: Brookings, South Dakota 57007-1497

Year the project was completed: 2002

#### **INSTITUTIONAL CONTACT**

Name: Rob Peterson

**Title During Study:** Senior Associate A.D. **Current Position:** Associate A.D. for Finance & Administration, The University of Massachusetts

Phone: (413) 545-1681

Email: rppeterson@admin-umass.edu

#### PROJECT INFORMATION

General description of the engagement: CSL was retained to assist South Dakota State University ("SDSU") in understanding the potential market and financial support, both internally and externally, for a Division I intercollegiate athletics program.

Primary responsibilities assumed by company: CSL performed analysis of the demographics and socioeconomic characteristics of the local market; extensive telephone surveys of students, faculty/ staff, alumni, Jackrabbit Club members, the general public and local corporations; focus group sessions with key university stakeholders; analysis of operating statistics of comparable Division I athletics programs; and analysis of universities that had recently reclassified from Division II to Division I.

Names and related responsibility of the consultant

team members primarily responsible for doing the work: Jay Lenhardt, Project Director

Explanation of why study is comparable: CSL conducted telephone surveys and facilitated focus group sessions with various stakeholder groups to obtain quantitative and qualitative data regarding the current and future status of the SDSU athletics program. The study included a comprehensive analysis of comparable Division I programs and recently reclassified universities to benchmark the SDSU institutional profile and athletics department against the data and results of similar institutions.

Original Budget Amount: \$65,000

Final Budget Amount: \$65,000

Was project/contract completed within or under the original budget/ cost proposal, and if not, why not? Yes

Number of days allotted for project completion: 70

Was project/contract completed in time originally allotted, and if not, why not? Yes





# UNLV CAMPUS IMPROVEMENT AUTHORITY BOARD – STUDY OF THE NEED FOR & FEASIBILITY OF A NEW MULTI-PURPOSE ON-CAMPUS STADIUM

Organization: Campus Improvement Authority, University of Nevada, Las Vegas

Street Address: 4505 S. Maryland Parkway, Box 456013

City, State, Zip: Las Vegas, NV 89154-6013 Year the project was completed: 2014

#### **INSTITUTIONAL CONTACT**

Name: Donald D. Snyder Title During Study: Chairman

Current Position: Presidential Advisor for Strategic

Initiatives, UNLV Phone: (702) 895-0477

Email: donald.snyder@unlv.edu

#### PROJECT INFORMATION

General description of the engagement: Conducted a feasibility study to assess the overall viability of a new multi-purpose stadium on the University of Nevada, Las Vegas campus ("UNLV").

Primary responsibilities assumed by company: CSL provided analysis of demographic and socioeconomic data of the local market and competitive facilities; in-depth analysis of comparable university facilities; market surveys with key stakeholders to understand current support and future interest in attendance at a new stadium; estimated demand analysis and a recommended building program; cost estimation; financial projections including anticipated operating revenues and expenses associated with the development; economic and fiscal impact analysis; and funding analysis.

Names and related responsibility of the consultant

team members primarily responsible for doing the work:

Bill Rhoda, Project Principal Jay Lenhardt, Project Director Adam Kerns, Project Manager

John Restrepo (RCG Economics), Local Market

& Economics Expert

**Explanation of why study is comparable:** Study approach included comparable research, as well as market surveys with key stakeholder groups to provide the project team with information on the market and financial potential for a new stadium at UNLV.

Original Budget Amount: \$215,000

Final Budget Amount: \$215,000

Was project/contract completed within or under the original budget/ cost proposal, and if not, why not? Yes

Number of days allotted for project completion: 180 days

Was project/contract completed in time originally allotted, and if not, why not? Yes





# 

# EXPERIENCE & TEAM



# TAB 2 - EXPERIENCE & TEAM

#### A. CSL FIRM EXPERIENCE

Our carefully and strategically assembled team consists of an ideal blend of national experts (a) collegiate athletic program consulting, (b) collegiate athletics administration and (c) Nevada-specific market, economic and public policy research and analysis, with over 200 years of experience. CSL has provided advisory services on 1,500 sports and entertainment projects nationwide, having worked with over 75 institutions of higher learning.

#### SAMPLE OF CSL COLLEGIATE EXPERIENCE

- Appalachian State University (Boone, NC)
- Arizona State University (Tempe, AZ)
- Baylor University (Waco, TX)
- Boise State University (Bosie, ID)
- Bowling Green State University (Bowling Green, OH)
- Colorado State University (Fort Collins, CO)
- Fairfield University (Fairfield, CT)
- Florida Atlantic University (Boca Raton, FL)
- Gonzaga University (Spokane, WA)
- Hampton University (Washington, D.C.)
- Kansas State University (Manhattan, KS)
- Michigan State University (Lansing, MI)
- Morehead State University (Morehead, KY)
- Old Dominion University (Norfolk, VA)
- Oregon State University (Corvallis, OR)
- Penn State University (State College, PA)
- Purdue University (West Lafayette, IN)
- Saint Louis University (St. Louis, MO)
- Southern Methodist University (Dallas, TX)
- Texas A&M University (College Station, TX)
- Texas Christian University (Fort Worth, TX)
- Texas Tech University (Lubbock, TX)
- University of Akron (Akron, OH)
- University of California, Berkeley (Berkeley, CA)
- University of California, Los Angeles (Los Angeles, CA)
- University of Central Florida (Orlando, FL)
- University of Cincinnati (Cincinnati, OH)
- University of Colorado (Boulder, CO)
- University of Dayton (Dayton, OH)
- University of Delaware (Newark, DE)

- University of Denver (Minneapolis, MN)
- University of Houston (Houston, TX)
- University of Illinois (Champagne, IL)
- University of Iowa (Iowa City, IA)
- University of Kentucky (Lexington, KY)
- University of Michigan (Ann Arbor, MI)
- University of Minnesota (Minneapolis, MN)
- University of Missouri (Columbia, MO)
- University of Nevada, Las Vegas (Las Vegas, NV)
- University of Nevada, Reno (Reno, NV)
- University of North Carolina at Chapel Hill (Chapel Hill, NC)
- University of Notre Dame (South Bend, IN)
- University of Oklahoma (Norman, OK)
- University of Oregon (Eugene, OR)
- University of South Carolina (Columbia, SC)
- University of South Florida (Tampa, FL)
- University of Southern California (Los Angeles, CA)
- University of Tennessee (Knoxville, TN)
- University of Virginia (Charlottesville, VA)
- University of Washington (Seattle, WA)
- University of Wisconsin-Green Bay (Green Bay, WI)
- University of Wisconsin-Madison (Madison, WI)
- Vanderbilt University (Nashville, TN)
- Virginia State University (Petersburg, VA)
- Virginia Tech (Blacksburg, VA)
- Washington State University (Pullman, WA)
- Western Kentucky University (Bowling Green, KY)
- West Virginia University (Morgantown, WV)
- Xavier University (Cincinnati, OH)



#### SAMPLE RICK DICKSON EXPERIENCE

Rick Dickson is currently serving as Athletics Director at Tulane University (2000 to present) and has announced his retirement from the University after 29 years in collegiate athletics administration. Mr. Dickson brings a wealth of day-to-day athletic administration experience to the project team, also having served previously as Athletics Director at Washington State University (1994-2000) and the University of Tulsa (1990-1994). Mr. Dickson has extensive experience in all facets of collegiate athletics including conference affiliation, competitive positioning, facility improvements, revenue generation, budget monitoring, student-athlete support, gender-equity issues, staffing, operations and all other complex facets of operating a competitive Division I intercollegiate athletics program across a broad spectrum of campus environments. Mr. Dickson will be a valuable resource to the NSHE and our project team during the competitive positioning analysis, assisting in identifying key measure of competitiveness, how to effectively measure UNR and UNLV's relative position and making recommendations to enhance both institution's short and long-term competitive position and prioritizing any required investments based on need and potential return on investment.

#### SAMPLE PROJECTS FOR RCG ECONOMICS

- Proposed Stadium Multi-Option Funding Model (Las Vegas, MSA) Gerry Bomotti, University of Nevada-Las Vegas (702) 895-3571
- The Importance of a Research (Tier 1) University to the Nevada Economy (Las Vegas, MSA) Gerry Bomotti, University of Nevada-Las Vegas (702) 895-3571
- 5-White Paper Series: The Importance of Higher Education in Nevada's Economic Development (Las Vegas, MSA)
   Gerry Bomotti, University of Nevada-Las Vegas (702) 895-3571
- Nevada Tax Structure Impact of Federal Spending Cutbacks on the Nevada Budget, Part 1 (Las Vegas, MSA) –
   Gerry Bomotti, University of Nevada-Las Vegas (702) 895-3571
- Nevada Tax Structure Impact of Federal Spending Cutbacks on the Nevada Budget, Part 2 (Las Vegas, MSA) -Gerry Bomotti, University of Nevada-Las Vegas (702) 895-3571
- Evaluation of the Composition of the Nevada Tax Structure:-A Portfolio Approach (Las Vegas, MSA) Gerry Bomotti, University of Nevada-Las Vegas (702) 895-3571
- Retail Sales Tax Yield Analysis & Multi-State Case Study Review (Las Vegas, MSA) Gerry Bomotti, University of Nevada-Las Vegas (702) 895-3571
- Shadow Lane Medical Campus Space Utilization Analysis (Las Vegas, MSA) Gerry Bomotti, University of Nevada-Las Vegas (702) 895-3571

#### B. PROJECT STAFF

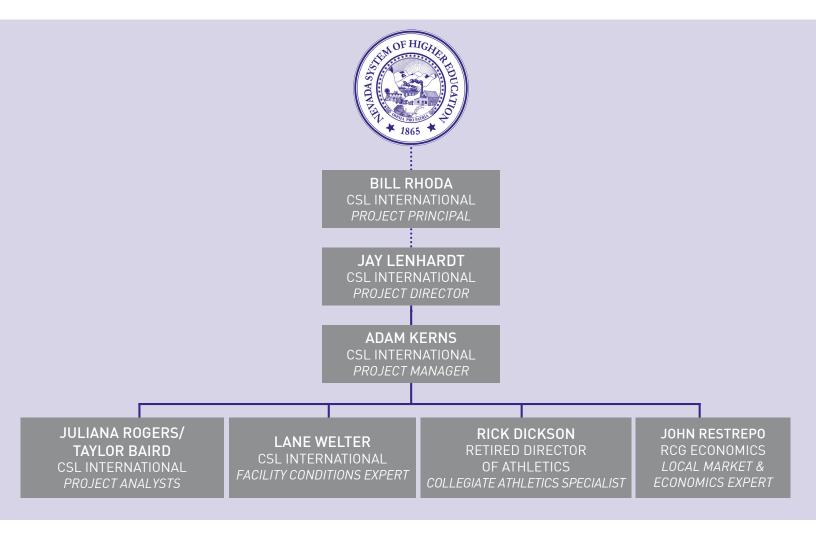
Below is a list of the consulting staff that would be assigned to the Study.

NAME	COMPANY	ROLE
Bill Rhoda	CSL International	Project Principal
Jay Lenhardt	CSL International	Project Director
Adam Kerns	CSL International	Project Manager
Juliana Rogers	CSL International	Project Analyst
Taylor Baird	CSL International	Project Analyst
Lane Welter	CSL International	Facility Conditions Expert
Rick Dickson	Tulane University, Director of Athletics	Collegiate Athletics Specialist
John Restrepo	RCG Economics	Local Market & Economics Expert

Substitution for assigned consulting staff to this Study, after submittal of the Proposal, will be sent to NSHE for review and approval.

#### C. ORGANIZATIONAL CHART

The following chart provides an overview of the project team we have assembled to provide an athletics competitiveness and benchmarking study for the University of Nevada, Reno ("UNR") and the University of Nevada, Las Vegas ("UNLV").



#### D. STAFF SUMMARIES

The success of a consulting engagement depends on the management skills, technical competence and personnel resources of the project team. The project team and methods we have prepared best demonstrate our interests and capabilities in serving NSHE. A summary of the experience and roles for key personnel that would be assigned to this study is provided on the following pages.



PROJECT PRINCIPAL – BILL RHODA, President of CSL will serve as project principal. Mr. Rhoda specializes in providing market and financial advisory services to the sports industry. With over 24 years of experience, Mr. Rhoda has consulted on over 500 sports and entertainment projects for collegiate, professional, minor league, high school and amateur organizations. During the past 20 years, Mr. Rhoda has served in various capacities at CSL including Project Manager and President. Mr. Rhoda has recently completed studies for the following clients: UNLV Campus Improvement Authority Board (2014), University of Southern California (2014) and Colorado State University (2012). For each of the major engagements listed, Mr. Rhoda provided oversight for the study, leading the overall direction of the research project, approving each phase of the project, and was responsible for all results of the study.

PROJECT DIRECTOR – JAY LENHARDT, Principal at CSL will serve as project director, overseeing the day-to-day implementation of the study. Mr. Lenhardt has 22 years of experience on over 60 consulting projects to higher education institutions. Mr. Lenhardt has broad-based industry expertise, including but not limited to providing the following services: marketing studies, competitive positioning, feasibility studies, premium seating studies, financial projections, economic and fiscal impact modeling, evaluation of project funding alternatives, operational assessments, fan experience research, customer satisfaction research, valuation analysis and other services. Since 2000, Mr. Lenhardt has served in various roles at CSL including Project Manager, Project Director and Principal. Mr. Lenhardt has provided consulting and advisory services for the following representative clients: North Dakota State University (2002), University of North Carolina (2013) and Mackay Stadium (2012). For each of the major engagements listed, Mr. Lenhardt served as project director, leading the research effort, performing high level analysis and finalizing the results of the study.

PROJECT MANAGER – ADAM KERNS is a Project Manager with CSL and brings more than 10 years of experience in the sports industry to our clients. Mr. Kerns has comprehensive experience providing a variety of research and consulting services including: Market and financial feasibility; Primary market research and analysis; Economic and fiscal impact studies; and Funding analysis. Mr. Kerns has been with CSL since 2008, serving in a variety of roles including Intern, Analyst, Senior Analyst and Project Manager. Recently, Mr. Kerns has completed studies for UNLV Campus Improvement Authority Board (2014), Mackay Stadium (2012) and the University of Iowa (2015). For each engagement, Mr. Kerns served as Project Manager, responsible for the coordination and daily management of the engagement, providing feedback and direction to the project team members, reviewing project deliverables for completeness and quality, conducting regular project status reviews with the client and monitoring the scope, schedule and budget of the project.

PROJECT ANALYST – JULIANA ROGERS, Analyst at CSL has worked on over 30 consulting projects and advisory engagements at CSL and specializes in primary and secondary market research including socioeconomic and demographic analysis, competitive and comparable research, demand and facility programming analysis and financial operating analysis. Ms. Rogers has been an Analyst with CSL since 2014. Ms. Rogers has worked on analyses for the University of Oklahoma (2015) and Purdue University (2015). For each engagement, Ms. Rogers was responsible for day-to-day research and analyses associated with the study, including competitive and comparable research and benchmarking, historical operations analysis, survey results analysis and financial operating analysis.

PROJECT ANALYST – TAYLOR BAIRD serves as an Analyst at CSL with experience in survey design, data validation and analysis, research and planning during the initial stages of facility development, market demand analysis, competitive and comparable facility analysis, and project funding analysis. Since joining CSL in 2015, Ms. Baird has worked on more than 15 consulting projects including analyses for the University of Iowa (2015) and Appalachian State University (2016). For each engagement, Ms. Baird was responsible for day-to-day research and analyses associated with the project, including competitive and comparable research and benchmarking, market research, historical operations analysis and survey results analysis.



FACILITY CONDITIONS EXPERT – LANE WELTER is a Senior Project Manager of Project Development at CSL. Mr. Welter has over 30 years of experience in major professional sports facility development, design and construction. Mr. Welter's experience includes responsibilities ranging from lead project architect, architect project manager, on-site architect construction administrator, owner's representative, at-risk project engineer and project manager and specialty consultant. Mr. Welter served as Owners Representative and provided cost estimating for the University of Houston Football Stadium (2014). As Facility Conditions Expert for this engagement, Mr. Welter will provide review and analysis of the primary athletics facilities utilized by the UNR, UNLV and comparable institutions.

COLLEGIATE ATHLETICS SPECIALIST – RICK DICKSON has held the title of Director of Athletics at three NCAA Division I Universities and is currently in his 16th year as the Director of Athletics at Tulane University. Mr. Dickson has nearly 30 years of experience as an athletics administrator, providing direction and oversight for all intercollegiate athletics staff, programs, facilities and activities and coaches and is responsible for maintaining compliance with all federal, divisional and university athletics regulations, administering department funds and overall performance of the athletics department. In 2006, he was awarded the United States Sports Academy Distinguished Service Award for skillfully directing Tulane's athletics department through the unprecedented adversity of Hurricane Katrina, the worst natural disaster in the nation's history. In the aftermath of Katrina, Dickson oversaw and presented a plan to the Tulane Board of Administrators to return the Green Wave athletics programs to full-time Division I status with the full complement of the required 16 sports. He took great satisfaction when the reinstatement plan was adopted by the board in 2007, which restarted many of the sports programs suspended as a consequence of Hurricane Katrina. As an expert for this engagement, Mr. Dickson will provide review and analysis of applicable University documents to assess current competitiveness and performance of UNR and UNLV.

LOCAL MARKET & ECONOMICS EXPERT – JOHN RESTREPO, Principal at RCG Economics LLC will serve as local market, financial and economic trends expert for the project, with expertise in governmental and institutional policies. Mr. Restrepo previously partnered with CSL to provide an economic impact study related to the UNLV Stadium (2014).

#### E. RESUMES

Resumes can be found on the following pages.





# BILL RHODA PRESIDENT, CSL INTERNATIONAL

Mr. Rhoda is the President of CSL and specializes in providing market and financial advisory services to the sports industry. Over the past 24 years, Mr. Rhoda has consulted on over 500 sports and entertainment projects for minor league, professional, collegiate, high school and amateur organizations. Mr. Rhoda's experience over the past decade has included a variety of project types ranging from major league sports projects to international projects. As the Director of the Sports Practice, Mr. Rhoda has worked with representatives from government entities, sports commissions, facility authorities, sports teams, development groups and management companies. He has provided analysis for clients ranging from the City of Los Angeles to large equity firms looking to expand into facility development.

The depth and breadth of Mr. Rhoda's experience includes facilities such as ballparks, arenas, stadiums, sports complexes, motor speedways, amphitheaters, convention centers, conference centers and other similar facilities. Mr. Rhoda's clients have included numerous universities, municipalities, sports authorities, professional and minor league sports teams, private investment groups and others. Mr. Rhoda has served as a speaker at a number of industry forums on topics such as maximizing revenues, the facility development process, impacts associated with franchises and facilities and the feasibility of projects. Prior to joining CSL, Mr. Rhoda was a Manager in the sports consulting practice at Coopers & Lybrand (now PricewaterhouseCoopers).

### **EDUCATION:**

B.S.B.A. Finance/International Business University of Tulsa, 1992

## **AFFILIATIONS:**

- Association of Luxury Suite Directors
- International Association of Assembly Managers
- 40 Under 40-Sports Business Journal Award

# **EXPERIENCE:**

24 Years Sports Consulting:

1996 - Present:

Principal - CSL International Sports Practice

1992 - 1996:

Manager-Coopers & Lybrand LLP (now PwC) Sports, Entertainment and Leisure Practice

# **REPRESENTATIVE CLIENTS:**

Amway Center Houston
Arizona State LAFC
Baylor Minneso
California-Berkeley Nevada
Central Florida Notre Da

Colorado State Dallas Cowboys D.C. United

DePaul

Florida Atlantic Fresno State Gonzaga Minnesota Nevada Notre Dame Oklahoma Old Dominion

Oregon Penn State Rutgers

Southern California Southern Methodist St. Louis Syracuse Texas A&M Texas Christian UMass-Lowell

University of Southern California

UNLV UT-Arlington UT-San Antonio Wisconsin-Green Bay





# JAY LENHARDT PRINCIPAL, CSL INTERNATIONAL

Mr. Lenhardt is a Principal with CSL and specializes in providing market and financial advisory services to the sports and entertainment industry. A 22-year industry veteran, Mr. Lenhardt brings experience on over 400 sports and entertainment projects while providing a focused, individualized approach to each client.

Mr. Lenhardt has broad-based industry expertise, including but not limited to providing the following services: feasibility studies, financial projections, economic and fiscal impact modeling, evaluation of project funding alternatives, marketing studies, premium seating studies, operational assessments, fan experience research, customer satisfaction research, valuation analysis and other services. The depth and breadth of Mr. Lenhardt's experience includes facilities such as arenas, stadiums, ballparks, sports complexes, motor speedways, amphitheaters, convention centers, conference centers and other similar facilities. Mr. Lenhardt's clients have included numerous municipalities, universities, professional and minor league sports teams, facility management companies, sports authorities, private investment groups and others.

Mr. Lenhardt has served as a speaker at a number of industry forums including conferences for the National Association of College Directors of Athletics, the Association of Luxury Suite Directors and the Society for College and University Planning. Mr. Lenhardt's work has been quoted in publications such as Forbes Magazine and Stadia Magazine. Prior to joining CSL, Mr. Lenhardt was a Senior Consultant in the sports consulting practice at Pricewaterhouse Coopers.

### **EDUCATION:**

B.A. Finance University of North Texas, 1993

# **AFFILIATIONS:**

- Association of Luxury Suite Directors
- International Association of Assembly Managers

### **EXPERIENCE:**

22 Years Sports Consulting Experience:

2000 - Present:

Principal - CSL International

Sports Practice

1994 - 2000:

Nevada

Manager-Coopers & Lybrand LLP (now PwC) Sports, Entertainment and Leisure Practice

### REPRESENTATIVE CLIENTS:

Appalachian State
Arizona State
Baylor University
Boise State
California-Berkeley
California State, Northridge
Central Florida
Cincinnati

Clarkson Colorado State

Dayton Delawar

Delaware State East Carolina Florida Atlantic Georgetown Georgia Southern Houston

James Madison Keene State College

Kentucky

lowa

Louisiana State University

Michigan Michigan State Minnesota

Mississippi State

North Carolina
North Dakota State
Northwestern
Notre Dame
Old Dominion
Oklahoma
Omaha-Nebraska
Penn State
Purdue
Rutgers
Southern Methodist
South Carolina, Upstate

South Dakota State South Florida St. Louis Tennessee Texas A&M Texas Christian Vanderbilt Virginia

Washington State Western Kentucky Wisconsin





ADAM KERNS
PROJECT MANAGER, CSL INTERNATIONAL

Mr. Kerns is a Project Manager with CSL and brings more than 10 years of experience in the sports industry to our clients. Prior to joining CSL, Mr. Kerns worked in the media relations departments of the Houston Astros and the Texas Rangers, serving as a statistical analyst and a liaison between the organization and the media.

In total, Mr. Kerns has completed over 100 projects for a variety of sports and entertainment sectors including:

- Municipalities & public authorities;
- Collegiate athletic departments;
- Professional sports franchises; and,
- Private real estate development firms.

Mr. Kerns has comprehensive experience providing a variety of research and consulting services including: Market and financial feasibility; Primary market research and analysis; Economic and fiscal impact studies; and Funding analysis. In 2015, Mr. Kerns was a featured presenter at the Goldman Sachs Business of Football Conference in London. Mr. Kerns received his Master of Arts in Athletic Administration from the University of Iowa. He received his Bachelor of Arts in Health & Sport Studies / Communication Studies from the University of Iowa.

### **EDUCATION:**

M.A. Athletic Administration (2005-06) University of Iowa

B.A. Health & Sport Studies / Communication Studies (2001-05) University of Iowa

### REPRESENTATIVE CLIENTS:

Appalachian State University
Arizona State University
Baylor University
City of Las Vegas
Clarkson University
Colorado State University
East Carolina University
Iowa State University
Kansas State University
Notre Dame University
Purdue University
Rutgers University
Southern Methodist University
Texas A&M University

### **EXPERIENCE:**

10 Years as a Sports Industry Professional: 2008-Present

Project Manager – CSL International, Sports Practice 2007-2008

Media Relations Department – Houston Astros 2006

Media Relations Department – Texas Rangers

UNLV

University of Arkansas

University of Iowa

University of Kansas

University of Kentucky

University of Missouri

Oniversity of Missour

University of Nevada

University of Omaha-Nebraska

University of Southern California

University of Tennessee

University of Utah

University of Wisconsin-Madison

Vanderbilt University

Virginia State University

West Virginia University





# LANE WELTER SENIOR PROJECT MANAGER, LEGENDS PROJECT DEVELOPMENT

A 30-year professional, Lane has held a broad range of responsibility on his projects, including architectural project manager, on-site architectural construction administrator, owner's representative, at-risk project engineer and project manager, and specialty consultant. Lane has a solid history in maintaining close attention to project needs, demands and problems while developing and implementing creative solutions.

### **EDUCATION:**

BFA in Architecture - University of Texas at San Antonio Architectural Engineering - University of Texas at Austin

# **EXPERIENCE:**

30 years in professional sports facilities 24 years in sports and convention center facilities

### **REPRESENTATIVE CLIENTS:**

Alamodome

Appalachian Power Park

Arrowhead Stadium Expansion

Canal Park

Citizens Business Bank Arena

Coors Field

D.C. United Stadium

Dozer Park

Fifth Third Field

Gill Stadium Renovation

Kino Veterans Memorial Stadium

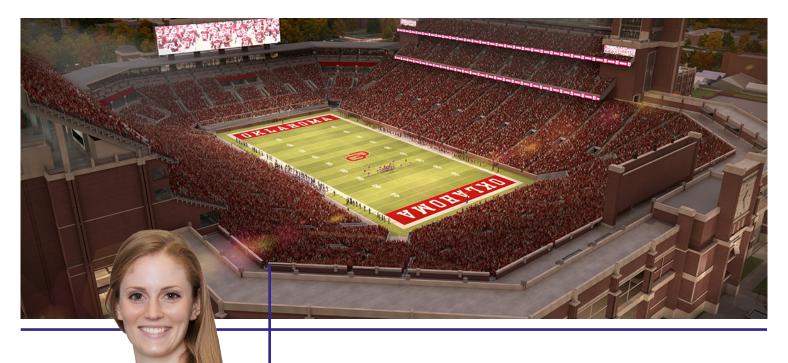
Los Angeles Football Club Stadium

### REGISTRATION:

Licensed Architect in State of Texas Member of AIA

Minute Maid Park Northeast Delta Dental Stadium RFK Memorial Stadium MLB Upgrades Richmond County Bank Ballpark Sacramento Republic FC Stadium Security Bank Ballpark U.S. Steel Yard University of Houston TDECU Stadium USC Galen Center Victory Field Yankee Stadium





# JULIANA ROGERS ANALYST, CSL INTERNATIONAL

Juliana Rogers serves as an Analyst at CSL with experience in research and planning during the initial stages of facility development, market demand analysis, competitive and comparable facility analysis, and project funding analysis. Prior to joining CSL, Ms. Rogers served as Director of Programs at Business Council for the Arts in Dallas, Texas. She also worked at Strategic Resource Group, a leading U.S. retail and consumer goods consulting firm in New York City.

Ms. Rogers received her Masters in arts administration and her MBA, concentrating in business analytics from Southern Methodist University. She received her Bachelors in Arts from Cornell University.

## **EDUCATION:**

B.A. – Art History (2006 – 2010) Cornell University

M.A./M.B.A. – Business Analytics (2011 – 2013) Southern Methodist University

# **REPRESENTATIVE CLIENTS:**

Amway Center

Chisholm Creek Music Center

Cleveland County Arena

D.C. United

Fort Worth Arena

Fox Theater

LAFC Soccer Stadium

Las Vegas 51s Ballpark

### **EXPERIENCE:**

2014-Present:

Analyst - CSL International

2013-2014:

Director of Programs - Business Council for the Arts

2010-2013:

Analyst-Strategic Resource Group

Milwaukee Bucks Arena

Portland Memorial Coliseum

SAP Center

Saskatchewan Roughriders

Spartanburg Event Center

Wakemed Park

University of Oklahoma





TAYLOR BAIRD ANALYST, CSL INTERNATIONAL

Taylor Baird is an analyst with CSL and brings with her eight years of experience in market research. Before joining the CSL team, Ms. Baird worked at Southwest Airlines. She was responsible for the reporting and dissemination of Southwest Airline's Net Promoter Score survey data that was answered by nearly 500,000 fliers each year. Ms. Baird started out as a Client Services Research Manager with Toluna, and quickly learned how to analyze and validate large quantities of data rapidly and accurately as well as questionnaire writing and design.

Ms. Baird is responsible for researching, writing and presenting feasibility studies for clients who are evaluating the possibility of developing convention, sports or entertainment facilities. She graduated from Sam Houston State University with a Bachelor's of Business Administration and Marketing.

### **EDUCATION:**

B.B.A. - Marketing from Sam Houston State University, 2006

# **EXPERIENCE:**

2015-Present:

Analyst - CSL International

2014 - 2015

Market Research Analyst - Southwest Airlines

2006 - 2014

Client Services Research Manager - Toluna

### **REPRESENTATIVE CLIENTS:**

Appalachian State University City of Fate Sports Complex D.C. United East Carolina University High Point Ballpark Kent County Sports Complex Minnesota United FC National Football League New York Yankees Saskatchewan Roughriders The Edge at Talking Stick University of Iowa University of Dayton University of Missouri University of Wisconsin Wakemed Soccer Park

Wells Fargo Center





# RICK DICKSON DIRECTOR OF ATHLETICS, TULANE UNIVERSITY

Beginning his 16th year as the Director of Athletics at Tulane, Mr. Dickson has not only sustained Green Wave Athletics but led its transformation to a model Division I Athletics program.

Mr. Dickson was the recipient of the 2004 Award for Outstanding Contribution to Amateur Football by the National Football Foundation and College Hall of Fame, for his leadership in guiding Tulane Athletics through the difficult time of the university's Board review. In 2006, he was awarded the United States Sports Academy Distinguished Service Award for skillfully directing the department through the unprecedented adversity of Hurricane Katrina, the worst natural disaster in the nation's history.

Each year of Mr. Dickson's tenure Tulane student-athletes have achieved the highest levels in the classroom -- compiling semester grade point average of 3.0 and ranking among the NCAA leaders in graduation rates.

Over the last 11 years, Tulane's varsity sports teams scored well above their national averages in the NCAA's Academic Performance Rates (APR).

Mr. Dickson's efforts to grow the fan base and establish a plan for long-term financial stability comes on the heels of some of the most successful athletics seasons in school history. Under his watch, Tulane teams have won 41 C-USA titles and advanced to NCAA postseason play 36 times, including the two bowl games (2002, 2013), the 2001 and 2005 College World Series and the 2009, 2010, 2013 and 2014 NCAA Women's Golf Championships.

Mr. Dickson's innovative scheduling strategy resulted in some of the best-attended events ever at the school, highlighted by the three-game 2001 Super Regional series at Zephyr Field that attracted more than 35,000 fans. In 2002, he scheduled a national record breaking regular season baseball game vs. LSU (28,736-since broken). Football games with teams such as Alabama, Mississippi State and Texas have attracted regional and national attention.

A native of Tulsa, Oklahoma, Mr. Dickson came to Tulane from Washington State, where he served as athletics director from 1994-2000. At Washington State, he oversaw an athletics program that was recognized nationally for its success in dealing with gender equity issues. He raised funds for a capital campaign for scholarships and endowments, an indoor practice facility, and the renovation of Bohler Gymnasium. Washington State enjoyed on-the-field success during his tenure, highlighted by the football team's first Rose Bowl appearance in 67 years in 1998.

Prior to that, he spent six years as athletic director at his alma mater, The University of Tulsa, where he was instrumental in forming a football scheduling alliance that evolved into Conference USA, and the expansion of the Western Athletic Conference.





# JOHN RESTREPO TEAM LEADER AND PROJECT DIRECTOR, RCG

John Restrepo is the Principal of Las Vegas-based RCG Economics. He directs all the firm's economic and financial consulting activities and is an expert in regional economics, Las Vegas and Reno-Sparks economic and market issues, and economic forecasting. He is a go-to source for Nevada research and data. For 34 years, John has analyzed regional economic and real estate trends in a number of markets, including Nevada, Arizona, California, Texas, and the Southeast U.S. His 25 years of urban economics experience has given him a broad range of skills and technical expertise in assessing the effects of local, regional and national economic trends on urban economies and their real estate markets. John's clients include some of the most prominent private and public organizations in Nevada concerned with development and growth.

John speaks regularly before a variety of business groups on a wide range of topics related to real estate, gaming and economic forecasts in Nevada. He has been quoted extensively in the local and national media on real estate and regional economics issues facing Las Vegas, Nevada and the Western U.S.

Prior to joining RCF Economics, John was the Director of Financial Advisory Services in Las Vegas for Coopers & Lybrand LLP (now PricewaterhouseCoopers). Before joining Coopers & Lybrand in 1990, he managed the Las Vegas office of Mountain West Research, a regional economics firm based in Phoenix, Arizona. Prior to heading up Mountain West Research, John was the Chief Operating Officer of a 40-person regional planning and civil engineering firm based in New Orleans.

John has a B.A. in Economics from the University of Louisiana. He also holds a M.A. in Economics and Latin American Studies from Louisiana State University-Baton Rouge.





# STUDY APPROACH & MANAGEMENT



# TAB 3 - STUDY APPROACH & MANAGEMENT

### A. STUDY APPROACH

It is our understanding that the Nevada System of Higher Education ("NSHE") is seeking a consultant to conduct an athletics competitiveness and benchmarking study which addresses the athletic departments of the University of Nevada, Reno ("UNR") and the University of Nevada, Las Vegas ("UNLV"). In 2015, the Board of Regents of the NSHE (the "Board") established a subcommittee, the ad hoc Committee on Athletics (the "Committee"), tasked with focusing on important issues facing intercollegiate athletics. We understand that the Committee is seeking the services of a multi-disciplinary consulting team to study the athletic departments of UNR and UNLV to:

- Determine the current competitiveness of UNR and UNLV within the Mountain West Conference;
- Benchmark the performance of UNR and UNLV relative to other institutions and conferences; and,
- Explore possibilities for future athletic conference affiliation.

The project team of Conventions, Sports & Leisure International ("CSL"), Rick Dickson and RCG Economics provides the Committee with over 200 years of collective experience in a combination of disciplines including (a) collegiate athletic program consulting, (b) collegiate athletics administration and (c) Nevada-specific market, economic and public policy research and analysis. As a means of providing NSHE/UNLV/UNR with insight regarding the competitive and operational effectiveness of each university, we have prepared a scope of services that is consistent with the methodologies we have successfully employed on a number of similar projects. Throughout the study, our project team will plan to work closely with NSHE, UNR and UNLV to ensure proper communication throughout the engagement and that your goals and objectives with this study are met. Our work plan consists of a project approach divided into the following phases:

### PHASE 1. Athletics Competitiveness and Benchmarking Study within the Mountain West Conference

- I. Organization, Review and Interviews
- II. Internal Analysis
- III. Research and Benchmarking
- IV. Presentation of Findings

### PHASE 2. Athletics Competitiveness & Benchmarking Study within the Pac-12 & Big 12 Conferences

- I. Research and Benchmarking
- II. Presentation of Findings

The following provides a detailed description of our scope of services and the approach to be applied to proposed project tasks. We have developed our scope of services in sufficient detail so that both the essential elements of our approach and the means by which they will be accomplished are clearly stated. At the end of this section, a timeline for completion is presented, including proposed milestone dates.



# **PHASE 1.** Athletics Competitiveness and Benchmarking Study within the Mountain West Conference

### I. ORGANIZATION, REVIEW AND INTERVIEWS

The primary purpose of this task is to establish project organization, collect and review all relevant information and conduct initial interviews with key stakeholders, as defined by NSHE.

At the onset of the study, our project team will meet with key representatives from NSHE, UNR, UNLV, and any other relevant stakeholders in an initial planning meeting to refine our understanding of the project and establish the organizational framework to ensure that the assignment's outcome will meet the Committee's objectives. In addition, this task will include assembling any background materials relating to this project. Specifically, we will:

- Meet with representatives of the project team in an initial planning meeting to:
  - o determine study goals and objectives;
  - o develop roles and responsibilities;
  - o establish the engagement's timeline;
  - o finalize the general project approach;
  - o develop lines of communication;
  - o work with NSHE and members of UNR and UNLV to define an initial set of relevant factors of competitiveness;
  - o establish a schedule of regular meetings with the NSHE team; and,
  - o establish the format and content of our deliverable products.
- Collect for review and analysis all pertinent information including, but not limited to applicable UNR and UNLV athletics department documents.
- Conduct a series of interviews with key stakeholders at both UNR and UNLV including, but necessarily limited to athletic directors, compliance officers, coaches, student-athletes and other personnel.
- Refine the work plan as necessary to reflect changes resulting from the completion of this task.





### II. INTERNAL ANALYSIS

In this task, we will analyze the historical data and characteristics of UNR and UNLV as it relates to their institutional profiles and athletics departments. This analysis will help form the basis for comparison to benchmarking data generated in the next task.

Our team will compile and analyze relevant project data relating to the UNR and UNLV institutional profiles and athletic departments, including, but not limited to, athlete participation, sport sponsorship, financial operating performance, staffing levels, NCAA compliance, academic performance, Equity in Athletics Disclosure Act ("EADA") data, NCAA financial reporting, facility reports, University support, student fees, and other information as appropriate. As information is available, the analysis of data will include, but will not be limited to:

- Institutional Profile: number of full time undergraduate, graduate and doctoral/professional students, number of full time faculty, total institutional budget, State supported funding and research dollars awarded:
- Athletic Census: number of male, female, and total number of athletes and the number of male, female and total sponsored athletics teams;
- Athletics Expenses: total athletic budgets, expenses per student athlete, total athletic expenses and expenses for football and men's basketball;
- Athletic Revenues: total athletic revenues, revenues from male and female athletics, revenue per student athlete, profit/loss data and review of subsidies, non-athletic revenues, or other institutional support furnished to the athletic departments;
- Administrative Services and Support: number of coaches for male and female sports, total number of coaches, as well as number of employees in the following areas, (i) compliance, (ii) marketing, (iii) athletic medicine, (iv) student support services, and (v) strength and conditioning;
- Academic Performance: the Academic Progress Rate (APR) and Graduation Success Rate (GSR) for each athletic department, the number of NCAA or conference academic award winners and the number of academic support personnel within the athletic department;
- Scholarship Awards: the number of male, female and all athletes receiving grant-in-aid/athletic scholarships, the average grant-in-aid/athletic scholarship awarded to male, female and all athletes, spending per athlete on food and nutrition, noting any trends in such spending over the past three years, and "cost of attendance" scholarships including how such scholarships are (or are proposed to be) awarded and administered; and,
- Athletic Facilities: review and analysis of the primary athletics facilities utilized by the institutions including seating capacity, location, game experience and other such information.



#### III. RESEARCH AND BENCHMARKING

The purpose of this task is to provide project stakeholders with information on the performance of UNR and UNLV relative to other institutions within the Mountain West Conference, the relevant factors of competitiveness and required investments to improve competitiveness.

#### A. MARKET SURVEYS

In this task, CSL will perform a combination of personal, telephone and email surveys directed towards key stakeholder groups, which may include, but will not necessarily be limited to UNR and UNLV coaches and athletic department staff, student-athletes, current students, donors and other Mountain West Conference coaches and athletic department staff. The purpose of the surveys will be to assess:

- perceived competitiveness of UNR and UNLV based on the relevant factors developed by NSHE, UNR, UNLV and the project team;
- perceived rank of UNR and UNLV relative to other members of the Mountain West Conference;
- opportunities and priorities for investment;
- possibilities for future competitiveness;
- current issues facing intercollegiate athletics; and,
- other key issues.

We will work closely with representatives of NSHE, UNR and UNLV to develop a survey instrument that addresses the informational needs.

### **B. FOCUS GROUPS**

As a means of supplementing the quantitative data obtained from the personal, email and telephone surveys, CSL would conduct four to eight focus group sessions with various stakeholder groups, including but not limited to UNR and UNLV coaches and athletic department staff, student-athletes, current students, donors and other Mountain West Conference coaches and athletic department staff to obtain qualitative data regarding the current and future athletics competitiveness of the UNR and UNLV. Focus groups encourage full disclosure of feelings, ideas, attitudes, beliefs, and perceptions regarding the specified research topic. A script will be designed to move the discussion along in a focused manner, but still allow for free flowing discussion. Focus groups are a valuable tool for capturing real-life data in a social environment. The data is flexible in nature, and can usually be viewed as having high face-value validity.

We will utilize a series of open-ended questions that will be based on discussions with NSHE, UNR and UNLV representatives and our past experiences with similar projects. As part of this process, we would review the current status of UNR and UNLV with focus group participants and show examples of other institutions throughout Mountain West Conference and other conferences to gauge relative athletics competitiveness of each program. We will coordinate with NSHE, UNR and UNLV as to location, amenities to be provided and other similar issues and assume that project representatives will assist in coordinating the logistical issues involved in setting-up the focus groups.



#### C. BENCHMARKING ANALYSIS

In this task, the UNR and UNLV data analyzed previously will be compared to similar data compiled from peer institutions in the Mountain West Conference. We will rely on a combination of sources to gather comparative information including readily available information, market surveys completed in the previous task, our significant long-term experience in NCAA Division I Athletics, our existing database of facility, university and collegiate athletic department operating data and interviews with management of peer institutions as needed to obtain more detailed information. The comparisons made in this task will provide context to UNR and UNLV's athletics performance in order to identify areas of relative strength and weakness and to evaluate each institution's current competitiveness and possibilities for the future.

#### IV. PRESENTATION OF FINDINGS

Our team will compile all findings and conclusions in a written report that speaks to the athletics competitiveness of UNR and UNLV, the relevant factors of competitiveness, the status of each program within the context of the Mountain West Conference and additional investments required by UNR and UNLV to increase their relative competitiveness within the conference. We will prepare a preliminary study, which will be submitted for review and consideration by the Chair of the Committee. After addressing the Committee's comments, we will then deliver a finalized Study. Our team will compile an overview of our findings and analysis of the final Study to present to the Committee and will be available to provide a follow-up presentation to the NSHE.

# **PHASE 2.** Athletics Competitiveness and Benchmarking Study within the Pac-12 and Big 12 Conferences

Upon authorization by the NSHE, our team will complete Phase 2 of the Study to provide additional information and analysis as it relates where UNR and UNLV rank relative to members of the Pac-12 and Big 12 Conferences in terms of relevant factors of competitiveness. In this phase, our team will identify what additional investments UNR and UNLV would need to make in order to be competitive within the Pac-12 or Big 12 Conference.

### I. RESEARCH AND BENCHMARKING

The purpose of this exercise is to provide project stakeholders with information on the performance of UNR and UNLV relative to other institutions and conferences, the relevant factors of competitiveness and required investments in order to compete within the Pac-12 or Big 12 Conferences.

#### A. MARKET SURVEYS

In this task, our team will perform telephone and email market surveys directed towards key stakeholder groups, which may include, but will not necessarily be limited to Pac-12 and Big 12 Conference coaches, athletic department staff, officials and administrators. The purpose of the surveys will be to assess:

- relevant factors of competitiveness;
- perceived competitiveness of UNR and UNLV;
- perceived rank of UNR and UNLV relative to members of the Pac-12 and Big 12 Conferences;
- · opportunities and priorities for investment;
- possibilities for future competitiveness;
- current issues facing intercollegiate athletics; and,
- other key issues.



#### **B. BENCHMARKING ANALYSIS**

In this task, the UNR and UNLV data analyzed in the previous phase will be compared to similar data compiled from comparable institutions in the Pac-12 and Big 12 Conferences. We will rely on a combination of sources to gather comparative information including readily available information, market surveys completed in the previous task, our significant long-term experience in NCAA Division I Athletics, our existing database of facility, university and collegiate athletic department operating data and interviews with management of Pac-12 and Big 12 Conference institutions as needed to obtain more detailed information. This data provides a basis from which to evaluate the competitiveness of UNR and UNLV relative to members of the Pac-12 and Big 12 Conferences. At the conclusion of this analysis, we will also make recommendations regarding what additional investments each institution would need to make in order to compete within the Pac-12 or Big 12 Conferences.

### II. PRESENTATION OF FINDINGS

In this final task, we will prepare a summary report presenting our findings and conclusions. We will summarize these matters in a draft report for your review. Pending your feedback, we will then deliver a finalized Study and presentation.



# PROPOSED TIMELINE

Our team is prepared to commence this engagement upon receipt of notice to proceed. We will commit the necessary personnel and resources to complete the Phase 1 analysis within 12 weeks, according to the following schedule. At the option of the Committee, our team will be available to complete the Phase 2 analysis within 8 weeks upon receipt of notice to proceed.

PROPOSED PROJECT SCHEDULE																					
		PHASE 1												PHASE 2							
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
PHASE 1. Athletics Competitiveness and Benchmarking Study within the Mountain West Conference																					
I. Organization, Review and Interviews																					
II. Internal Analysis																					
III. Research and Benchmarking																					
A. Market Surveys																					
B. Focus Groups																					
C. Benchmarking Analysis																					
IV. Presentation of Findings												_ :									
PHASE 2. Athletics Competitiveness and Benchmarking Study within the Pac-12 and Big 12 Conferences																					
I. Research and Benchmarking																					
A. Market Surveys																					
B. Benchmarking Analysis																					
IV. Presentation of Findings																					

Our project schedule is, of course, dependent on the final scope of the engagement, your availability for interviews and discussions, the receipt of materials requested, the availability of your representatives and your review time on the final report.

We anticipate completing this project in full and performing all work as set forth in this proposal. In the event that a decision not to proceed occurs within the time frame of this engagement, we will cease our work and bill you for time incurred on the project at that point in time.



### **B. STUDY MANAGEMENT**

On the onset of the engagement, our team will be available to meet with NSHE representatives in order to define a precise and appropriate schedule for all of the work required to move from the start of the contract to the successful submission of the Study. We will establish a schedule of regular meetings with the NSHE team to ensure key milestones are being met throughout the process and monitor any variations in the proposed project schedule and budget. There will be a review and approval process before the final report is submitted. After a preliminary study is submitted to the Chair of the Committee, the Chair may provide additional feedback to the form and content and request additional information and analysis to include in the scope of the final Study and presentation. We pride ourselves in providing our clients with the highest level of service available in the industry, and will dedicate the appropriate number of staff members to deliver a superior work product that is second to none. Our past work and client satisfaction levels underscore our ability to meet client expectations and deliverables with the highest quality standards in the industry.















TAB

COMPETING WORKLOAD & STAFFING PLAN



# TAB 4 - COMPETING WORKLOAD & STAFFING PLAN

CSL International's current workload consists of 20 active projects for clients including:









































CSL has a total staff of 20 full-time employees in its Plano, Minneapolis and New York offices. Should we be given the privilege of working with NSHE, UNR and UNLV on this important project, we will dedicate the necessary number of staff members in order to provide you with a superior work product that is second to none. We pride ourselves in providing our clients with the highest level of service available in the industry. Our past work and client satisfaction levels underscore our ability to meet client expectations and deliverables with the highest quality standards in the industry. In addition, RCG maintains local offices in Las Vegas, and this will serve as our project office. The RCG staff could be available throughout the process at a moments notice.



# TAB 5 - PRICING

Total fees for the scope of services presented herein are included in the Section E Pricing Response Form and submitted in a separate, sealed envelope.

