Request for Proposal

Arena and Stadium Management

November 4, 2016

RFP# KC1779562

Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia

A VASCUPP Member Institution
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This Request for Proposal (“RFP”) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: [http://www.procurement.virginia.edu/pagerfp](http://www.procurement.virginia.edu/pagerfp). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement and Supplier Diversity Services web site: [http://www.procurement.virginia.edu/pagehome](http://www.procurement.virginia.edu/pagehome)

I. **Overview of the RFP Process**

The Rector and Visitors of the University of Virginia (the “University”), a Virginia public corporation, seeks an experienced firm to provide Arena Management Services for John Paul Jones Arena (“JPJ”), Scott Stadium (the “Stadium”), and possibly other venues on University grounds. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for its services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage its participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the participation of small
businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. **Background Discussion and Goals of the University**

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The 24,541 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm to provide Arena and Stadium Management Services to begin July 1, 2017.

The University is seeking a firm to provide facility management services at John Paul Jones Arena, a 14,593 seat multipurpose facility located near the intersection of Emmet Street and Massie Road. John Paul Jones Arena opened in 2006, as the new home for the UVA basketball programs, and serves the greater University, the City of Charlottesville and the
central Virginia region. The facility was named Pollstar’s Best New Concert Venue shortly thereafter, in February 2007.

The facility is both beautiful, and functional, serving a variety of purposes. The academic center and dining hall located inside JPJ serve all of the University’s student-athletes. JPJ is home to both the men’s and women’s basketball programs, including coaches’ offices, weight room facilities, and sports medicine offices. Aside from the main court and seating bowl, JPJ holds a quality practice facility consisting of separate practice gyms (one and a half court for each team), as well as locker rooms and team meeting facilities.

The main bowl includes a movable end bleacher configuration that allows for an end stage configuration - a feature that has allowed the facility to host top-tier concerts headlined by international and American superstars, including Paul McCartney, Elton John, Jay-Z, Metallica, Taylor Swift, and many more. JPJ contains 19 luxury suites and a separate concourse for the suites and lower bowl premium seats. The facility features an advanced video system, including:

- Four (4) 16’ x 9’ video boards as part of the main scoreboard suspended above center court;
- Two (2) 16’ x 9’ video boards located at the main entrance;
- Twelve (12) 8’ x 10’ LED displays above each vomitory;
- Two (2) 15’9” x 7’10” LED displays at the east end of the arena;
- Two (2) 12’7” x 12’7” LED displays at the east end of the arena;
- 2’6” x 620’ LED ribbon board covering the fascia between the lower and upper decks of the arena;
- Additional LED displays at the top and bottom of the main scoreboard.

For non-athletics events at JPJ, a standard loop of promotional content is created by the athletics video services staff to display on the primary fascia ribbon board and ribbon boards above the vomitory. Additional use of the videoboards and LED displays at John Paul Jones Arena, as well as Scott Stadium for non-athletics events will be contracted with the athletics video services staff.
There is an adjacent parking garage that provides direct enclosed passage into the Arena at the suite concourse, as well as plenty of surface parking in the surrounding areas, totaling approximately 2,400 spaces. A scenic "Grounds walk" provides direct pedestrian access from the student living areas. The building is also designed to complement the Jeffersonian Architecture of the University and includes a distinctive columned exterior as well as a unique interior facade within the seating bowl.

John Paul Jones Arena serves as an important locus between the University's central Grounds and north Grounds. As a hub of activity, the facility is perfectly situated to connect the University's two academic precincts. Furthermore, since its completion, JPJ has become an invaluable resource for Charlottesville and the surrounding region, hosting myriad events each year. JPJ serves the educational, athletic, entertainment, social, convention and cultural needs of the University, the City of Charlottesville and the central Virginia region.

Scott Stadium, home to David A. Harrison III Field is nestled between Monticello Mountain and the Blue Ridge Mountains, offering spectacular vistas to fans, coaches, and athletes. The impressive facility was renovated in 2000, thus increasing its capacity to over 60,000. Scott Stadium at the Carl Smith Center offers 56 luxury suites, with 44 around the bowl in the south end zone and 12 in the north winds. The suites range in size from 550 to 750 square feet, with covered open air seats beyond movable glass partitions. The President’s Box and donor recognition seating area stretch across the east side of the stadium, while the press box extends across the west side of the stadium.

The renovation included many enhancements to create the ultimate gameday experience for fans, coaches, athletes and the media. The 2000 renovation included improvements to entrances, as well as new bathroom installations and concessions stands to improve the flow of pedestrian traffic throughout the facility. More than 220 television monitors are located throughout the facility so fans can enjoy the game even when they are not in their seats. There is a three-level parking lot adjacent to the Carl Smith Center, which offers 600 parking spaces, in addition to ample surface lot parking surrounding the facility.
The video board and sound system were upgraded in 2009 and the video board is now 32’ x 75’ (1,824 square feet), and uses a 16 x 9 widescreen format. Two (2) additional LED wings flanking the scoreboard feature out-of-town scores, individual and team statistics from the Virginia game, and messages from sponsors. A 3’2” x 1,419’ LED ribbon board covers the fascia between the lower and upper decks of the stadium.

Bryant Hall is also home to many athletic and University offices, including: the Athletic Ticket Office, Marketing & Promotions, Virginia Sports Properties, and the Virginia Athletic Foundation. Bryant Hall currently has a long-term tenant, University Career Services, which uses approximately 10,000 gross square feet. Employees with offices or designated work spaces inside Bryant Hall total approximately 100 people.

While the primary goal of this RFP is to provide management services for John Paul Jones Arena and Scott Stadium, the University would also consider proposals that include the management services for other athletic department facilities, such as Davenport Field. The University will consider proposals for special events and entertainment marketing for these facilities. If deemed advantageous, the University will negotiate with the firm on the provision of these services as part of this RFP.

Davenport Field first opened on February 16, 2002 and has since undergone renovations to upgrade the amenities and expand the capacity to 5,025. Davenport ranks among the nation’s finest college baseball venues and has drawn more than 110,000 fans annually to the facility in the last four years, including the team’s historic run for the 2015 National Championship Title, the first in the program’s history. UVA has hosted nine NCAA Regionals, as well as five NCAA Super Regionals at Davenport Field.

Davenport Field features a canopied grandstand with 1,500 seats, six suites (currently sold out on multi-year leases) and a party room available for single game lease. The Athletics Department in partnership with the Virginia Athletics Foundation is currently in the planning stages for a new multi-million dollar renovation that will further expand the permanent seating capacity, as well as other features of the ballpark.
All firms should note that the University has existing relationships in place with vendors for food services and marketing rights that will be reflected in the resulting contract with the awarded firm. These contracts and relationships are outlined below:

- Aramark has the exclusive concessions (clothing, merchandise, food, and alcohol) and catering, rights for athletics' facilities through June 30, 2034.
- OutFront Media has sponsorship and event marketing rights and privileges (including certain exclusive rights and privileges) for University athletics through June 30, 2026.
- Pepsi-Cola products are the preferred beverage of the University and are the sole fountain products sold, dispensed, sampled or otherwise made available at athletics’ events through June 30, 2022.

The University reserves the right to award to different Selected Firms to respectively provide any part of the Services discussed in this RFP.

III. **Scope of Services**

It is the University's intent to enter into an Agreement with the Selected Firm for professional arena management services for the long-term operations of JPJ and the Stadium (collectively, “Venues”). Services must be of the highest quality, provide competent and sound fiscal management, support programming, minimize expenses, and continue to develop a positive reputation for the Venues among the University community, promoters, event attendees, and the community-at-large. Moreover, the Selected Firm will protect the University’s capital investments throughout the facilities including academic and dining space, through the exercise of a high standard of maintenance. The Selected Firm will report to the University’s Department of Athletics.

In order to achieve this goal the Selected Firm may be requested to provide the services outlined in this section.

A. **Services for Venues**

   1. **Marketing and Promotion**
Selected Firm will provide all marketing activities, which will be undertaken in a manner consistent with maximizing the use of Venues. Selected Firm will make every effort to bring national and regional events to Venues. Such marketing activities will be coordinated in advance with the University’s Contract Administrator and any programming advisory committees established to determine appropriateness of events. Selected Firm will be responsible for coordinating with the University’s Contract Administrator, and any programming advisory committees to ensure that appropriate events are booked in the Venues and that suitable press coverage is obtained, and that all events are properly promoted.

a. Selected Firm will develop an annual schedule (July 1 through June 30) of projected event programming including a plan for promotion of the events programs (“Programming Plan”). This Programming Plan will be prepared and submitted to the University’s Contract Administrator by January 1 as part of the Annual Management Plan presentation. After initial submittal and approval Selected Firm may be required to present the Programming Plan to the University’s Contract Administrator and any event programming advisory committees deemed necessary.

As part of the annual Programming Plan, Selected Firm will include how the Event Marketing Fund will be used to promote and market the Venues to promoters and how the Venues will be marketed nationally in industry publications and in conjunction with similar venues. In addition, Selected Firm will provide details of sponsorship and other commercial rights opportunities related to the programming. Selected Firm will not pursue sponsorship agreements with organizations currently committed to the University through it sports marketing provider and will coordinate with such provider prior to any pursuit of future sponsorship opportunities.

b. Event Marketing Fund.

An Event Marketing Fund will be established by Selected Firm for the benefit of the Venues. Selected Firm will make a Five Hundred Thousand Dollar ($500,000)
contribution to a segregated account established by Selected Firm hereunder for the purposes of promoting and developing new event activity at the Venues. Selected Firm will, subject to periodic consultation with the University, manage and control the Event Marketing Fund. Each party may make requests/recommendations in respect of potential events, or concepts for potential events, which may be funded, in whole or in part, through the Event Marketing Fund. The Event Marketing Fund may be replenished from excess event profits, if any, and only from events that utilize the Event Marketing Fund up to a maximum of $500,000 (the “excess event profits” are defined as the excess amount, if any, of event revenues (including any re-imbursements from a promoter of such event) over event expenses directly attributable to such event). The replenishment funds will not exceed the amount of funds used to promote an event. Any events developed with any contributions from said Fund will pay rent and reimburse expenses to the Venues consistent with that paid by third party users of the Venues on a “most favored client” basis for similar types of shows. Upon termination of the Agreement, Selected Firm will be entitled to withdrawal of all funds from the Event Marketing Fund without any set-off rights afforded to the University.

c. Selected Firm will ensure that usage of the University’s logo and marks will adhere to the University’s brand standards and guidelines (link: Brand.virginia.edu). This requirement should apply to the promotion of non-athletics events, such as, but not limited to: marketing material, promotional programs, websites, uniforms, and signage. Initial projects done under such brand standards, must be approved by the University’s Athletics Department in consultation with University Communications.

2. Scheduling
Selected Firm will maintain all schedules for all events held at the Venues. Selected Firm will, at no additional cost to University or the Venues, provide view only access for the Venue’s schedule program to the University’s Contract Administrator, Department of Athletics and if necessary other programming advisory committees upon request. This access will be used to assist in managing the Agreement and in planning for other University events and activities. The Department of Athletics will have first priority on in-
season and post season men’s and women’s basketball event dates (JPJA) and football will have first priority at Scott Stadium. Athletics will work with Selected Firm to schedule such dates. In addition Selected Firm will work with the University’s Department of Athletics, to the extent possible, to keep athletic practice facilities, dining areas and academic center available on Non-University event dates.

3. **Venue Maintenance**

Selected Firm will be responsible for identifying, monitoring and completing facilities maintenance work at the Venues. At the University’s option, performance of the work may be completed by the University’s Facilities Management Department and/or Athletics staff. Any expenses for hiring Facilities Management, Athletics staff, or an outside contractor will be an Operating Expense to the Venues.

a. **Inspections**

Selected Firm will be responsible for identifying and notifying the University and the Athletics Department of the need for any inspection required under State of Virginia or local law, and will either perform such inspections directly or engage an outside service to perform such inspections, in consultation with the University’s Contract Administrator. The cost of inspections is an Operating Expense.

b. **Pest Control**

Selected Firm will be responsible for identifying the need and arranging for all necessary pest control services, which will be performed by a licensed and insured contractor as an Operating Expense of the Venues.

4. **Venue Modification**

On an annual basis and in conjunction with the preparation of the annual Capital Improvement Plan, Selected Firm will identify all capital improvement projects to which it is aware and present such plan to the University. Facilities modifications and renovations will be performed by University, consistent with available funding and long-range University budgets and plans. Variances to this requirement can only be granted by the University’s Contract Administrator. Modification recommendations can be provided throughout the term of this Agreement but should generally be provided with the Annual
Management Plan on January 1st of each Agreement year. Selected Firm will provide support such as a cost benefits analysis for each recommendation. Notwithstanding anything to the contrary herein, Selected Firm will have the right to act, with approval from the University, in situations which Selected Firm determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending and committing funds held in the Operating Account(s) of the Venues, even if such expenses are not budgeted, to rectify the emergency; provided, however, Selected Firm will have no obligation under any circumstance to spend or commit funds other than funds then available in such accounts for any such purpose. Immediately following such action, Selected Firm will inform the University of the situation and the action(s) taken, and the University will pay into such account(s) the amount of funds, if any, spent or committed by Selected Firm pursuant to this provision in excess of budgeted amounts.

5. **Custodial and Cleaning Services**

Selected Firm will be responsible for all routine cleaning and janitorial services at the Venues. Selected Firm agrees to a service level required to keep the Venues clean and neat at all times, by definition a first-class facility. Such services will include snow removal for sidewalks and stairs located adjacent to and between Venue structures. Custodial and cleaning services may be considered both Operating and Event Expenses. Operating Expenses will be approved with the Annual Management Plan and Event Expenses will be paid as needed.

a. **Snow Removal**, Selected Firm will be responsible for identifying and notifying the University of event related snow removal. Such work will be performed by University except as noted above, with the costs for these services invoiced to the Venues and considered an Operating Expense.

b. **Trash Removal**, Selected Firm will be responsible for directing all trash removal services, but the actual trash removal services will be performed by the University or its trash removal supplier and overseen by Selected Firm. Trash pickup on normal University schedule will be charged to the Venue by the University’s Facilities Management Department and/or the Athletics Department. These
expenses will be considered Operating Expenses. If due to the nature of a given event extra trash pickup is required, the University’s Facilities Management Department and/or the Athletics Department will invoice the Venue and the charge will be considered an Event Expense. Selected Firm will support the University recycling program administered by Facilities Management.

6.  Grounds and Landscape
Selected Firm will be responsible for performing all grounds, landscaping, and lawn mowing functions. Selected Firm may choose to use the University’s Facilities Management Department and/or the Athletics Department staff to provide such services. The charges for landscape services will be considered an Operating Expense of the Venue.

7.  Telecommunications
Selected Firm will utilize telecommunications services provided by the University for the Venues. The University’s Information Technology and Communications Department (ITC) will perform voice and data wiring in the Venues consistent with University standards and service protocols. Such services will be charged to the Venues at standard University rates and considered an Operating Expense. No voice or data networks may be maintained that are considered competing networks to University’s telecommunications system.

8.  Utilities Work
Selected Firm will be responsible for identifying and notifying the University of the need for work relating to utilities at the Venues, but not the performance of such work. Utilities modifications will be coordinated with the University’s Contract Administrator and the University’s Facilities Management Department and/or the Athletics Department.

9.  Mail Services
Selected Firm will use the University’s Mail Services Department for all U.S. and internal mail. Selected Firm will be permitted to use an outside vendor for sending overnight mail.

10.  Parking
The University through the Department of Parking & Transportation (P&T) will control all parking spaces adjacent to the Venues. Selected Firm will coordinate with the University’s Department of Parking & Transportation for all event parking. Selected Firm will perform all event parking services at the Venues and will ensure that the parking spaces available are utilized in the most effective way possible. Parking policy, including the establishment of any fees and Parking Revenue will require annual approval by the University’s Contract Administrator and will be reflected in the Annual Management Plan. All Parking Revenues for events (other than Athletics events) will be Gross Revenues and deposited in the Operating Account(s). The rate paid to P&T by the Selected Firm will be mutually agreed upon by a memorandum of understanding between the Selected Firm, the Athletics Department, the Venues, and P&T.

Selected Firm will be responsible for managing parking for all events and the expense will be considered Operating Expenses. Selected Firm will be responsible for coordinating with Parking & Transportation the schedule for cleaning the parking lots and trash removal from the parking lots after each event. Should there be any incremental costs associated with the cleaning of the parking lots and/or trash removal, these incremental costs will be borne by the Selected Firm and will be considered Operating Expenses.

11. Concessions

Selected Firm will be responsible for coordinating all aspects of concessions with the University’s concessions provider. Beginning July 1, 2019 the Concessions Revenues will be 50% of the total concessions sales generated by the University’s concessions provider for all Non-University Events. Prior to July 1, 2019, the Concessions Revenue is a fixed dollar amount. Concessions Revenue received from the University’s concessions provider will be deposited into the Operating Account(s) and will be considered Gross Revenues. The anticipated amount of Concessions Revenue will be reflected in the Annual Management Plan.

Selected Firm will work with the University’s concessions provider to offer a wide variety of food and beverages from the Venue’s concessions. Selected Firm will coordinate with
the University’s Contract Administrator and the University’s concessions provider regarding the selection of food and beverages offered at concessions. At the discretion of the University, alcoholic beverages will be sold from concessions at the Venues at selected non-UVA athletic events.

12. Merchandising
Selected Firm will be responsible for all Merchandise sales at the Venues with the exception of University men’s and women’s basketball games and football games. All merchandise sales revenues generated associated with Athletics events will remain with the Department of Athletics. Merchandise Revenues at all other events will be considered Gross Revenue.

Except in support of educational activities and University Events, during the term of this Agreement, the University will not permit any other person, firm, or corporation to sell or offer for sale, nor will University sell or offer for sale on its own behalf, any Merchandise on or within the boundaries of the Venues, unless otherwise agreed to in writing by Selected Firm’s General Manager for the Venues.

13. Catering
Selected Firm will work with the University’s dining services provider to cater events at the Venues. The University’s dining services provider is the exclusive caterer for all events held at the Venues. Selected Firm will receive 100% of the University’s commissions for catered events, which will be deposited into the Operating Account(s) and will be considered Gross Revenues. The anticipated amount of Catering Revenue and Commissions will be reflected in the Annual Management Plan.

14. Staffing
Selected Firm will be responsible for ongoing recruiting and direction of a staff sufficient to operate the Venues as required by the terms of this Agreement. The University’s Contract Administrator will have the final approval authority for the General Manager and all director level employees. The University will be given the opportunity to review the qualifications of any new hire of a permanent employee prior to approval.
The General Manager for the Venues will be responsible for the day-to-day operation of the Arena and Scott Stadium. In addition to the General Manager, the Senior Vice President for Sales and Development will provide direct supervision of the General Manager and the Arena and Scott Stadium.

Selected Firm will provide a competitive compensation and benefits plan for permanent employees. The compensation and benefits plan will be included in the Annual Operating Budget as Operating Expenses. If for reasons of retention, equity or realignment the budget for permanent employee compensation needs to be modified during the annual budget period, the University’s Contract Administrator will have to approve the changes to compensation and the budget.

The University is always seeking to optimize staffing costs and is open to the firms’ proposals on the best way to do this while maintaining a high level of service. The current staffing plan (includes the Arena only) consists of 15 full-time staff members.

**Executive**
- General Manager
- Booking / Sales Manager

**Finance**
- Director of Finance
- Accountant / Human Resources Designee
- Senior Accounting Clerk

**Marketing / Box Office**
- Director of Marketing
- Box Office Manager
- Ticketing Coordinator / Social Media

**Event Management / Operations**
- Director of Operations
- Event Operations Manager
Event Manager
Event Coordinator
Operations Coordinator
Engineering Manager
Maintenance Technician

15 – Total permanent positions

The quantity and duties of these permanent positions may need to be adjusted in order to accommodate the needs of the University and both Venues.

Selected Firm will abide by the University’s Equal Opportunity Policies and support the University’s Office of Equal Opportunity Programs (EOP) mission when hiring employees for the Venues.

15. Security
Selected Firm will be responsible for identifying and notifying the University’s Police Department of the need for uniformed security services for events at the Venues and for general security when events are not in progress. Selected Firm will arrange through University Police for the performance of such security by duly authorized law enforcement agencies. In some of its buildings, the University uses an access control system. If the University elects to expand the access control system in the Venues, Selected Firm agrees to work with the University during such expansion. This would include assignment of access cards to Selected Firm employees and the cost of arranging and paying for security as an Operating Expense.

16. Licenses and Permits
Selected Firm will, as an Operating Expense, obtain and maintain all licenses and permits necessary for Selected Firm to manage and operate the Venues. Selected Firm will provide, upon request, copies of all licenses and permits relating to the Venues. Selected Firm will pay from its own funds any costs associated with Selected Firm’s qualification to do business in the Commonwealth of Virginia.
17. **Event Related Services**

Selected Firm will be responsible for all services required to stage (including set up and tear down of) the Venue for each event, including but not limited to services involving the stage area, sound system, lighting system, stage rigging (including verification of all safety aspects), dressing area, stage equipment, and loading in and loading out. Selected Firm will be responsible for providing all management staff, ticket sales personnel, ushers, parking lot attendants, and other personnel required for the operation of the Venues facilities, including but not limited to ticket taking, program distributions, and assistance to patrons generally, including persons with disabilities. The expenses associated with these services will be considered Event Expenses.

17. **Suite Services**

Suite concierge services suites will be provided by the University for football and men’s and women’s basketball games only. Selected Firm will provide Concierge services to suites for all other events.

18. **Ticket Sales**

Selected Firm will be responsible for all aspects of ticket sales for Venues events and activities including computerized tickets, except for football and men’s and women’s basketball. Ticket sales policy is subject to the approval of the University’s Contract Administrator. These services will include ordering, selling, and accounting for tickets, reporting ticket revenues for a given event for each user of the Venue, cash and credit card processing, complete auditing and accounting for each event, reporting and payment of all applicable taxes relating to the sale of tickets, and timely event settlement at the conclusion of each event. A facility fee of $2.00 per ticket will be charged for all events including football and men’s and women’s basketball. The revenues generated from the facility fee will be Gross Revenues. The facilities fee will be reflected in the Annual Management Plan and Operating Budget. Expenses associated with the provision of these services will be considered Operating Expenses.

Selected Firm will hold in a separate interest-bearing account in a banking institution depository any ticket sale revenues, which it receives with respect to an event to be held at
the Venues pending the completion of the event. Such monies are to be invested in a manner consistent with the University’s investment policy and held for the protection of ticket purchasers, University and Selected Firm in case of event cancellation. These ticket sale revenues for Non-University events are not Gross Revenues but instead revenues of the promoter of each such event. To the extent that Selected Firm collects such ticket sale revenue on behalf of such promoter, ticket sale revenue will be the source of funds from which Selected Firm collects the rental charges and other event reimbursements due from such promoter for use of the Venues. These rental charges and event reimbursements are Gross Revenues. As soon as practicable following the completion of the events, Selected Firm will deposit these Gross Revenues into the Operating Account(s) and provide the University Contract Administrator with a full event settlement report. Interest, which accrues on amounts deposited in the ticket account referred to above, will be deposited in the Operating Accounts. Bank service charges, if any, on such account(s) will be considered Operating Expenses.

Selected Firm agrees to negotiate an agreement covering distribution of Venues event tickets. The parties anticipate that such agreement will, at a minimum, provide enhanced royalty payments and a cash grant for marketing to the Venues. Should Selected Firm negotiate an overarching ticket distribution Agreement for the facilities it manages, Selected Firm agrees to offer this negotiated agreement as an option for University to consider.

Any agreement as identified above will require prior approval of the University’s Contract Administrator.

19. Audio/Video Services
The Venues will have an Audio/Video control room that will be staffed and operated by the University’s Department of Athletics. If there are Audio/Video production needs for Non-University Events, the Department of Athletics will perform the services. Such services will be charged to the Venues at the standard University rates and considered an Operating Expense.
B. General Requirements

1. Revenues

Selected Firm will be responsible for the collection of all revenues generated by the Venues, except as otherwise provided by this Agreement (e.g. a third party service provider whom pays the Venue commissions), and the deposit of such revenues daily in the appropriate Operating Account(s). Appropriate methods for financial control and auditing will be implemented in accordance with generally accepted accounting practices, University policy and this Agreement.

Advertising revenue associated with the sale of advertising on Venue related activities, brochures, pamphlets, programs, and other electronic or printed matter will not be considered Concessions Revenues. Such revenue will be considered Gross Revenue.

2. Contractual Authority

Selected Firm does not have the authority to bind the University contractually except as specifically set forth herein, all contracts entered into by Selected Firm in connection with this Agreement will be deemed assigned by Selected Firm and assumed in whole by the University (or a successor management firm, if applicable) as of the last day of the term of the Agreement, with Selected Firm having no further obligation or liability with respect to such contract thereafter, other than accounting for and paying to its assignee or successor any monies received pursuant to such contract. At the request of either party, the University and Selected Firm will further document in writing such assignment and assumption as of such date. The University will have the opportunity to review and approve all contracts, which would extend beyond the initial term of the Agreement.

a. Event Contracts

Contracts for talent or rental of the Arena that require signature may be signed by the General Manager, acting for Selected Firm, so long as Selected Firm uses a license agreement, or an alternative form approved in writing by the University. Selected Firm shall provide a draft license agreement to the University and to the Athletics Department for review and approval. Promoter created agreements that Selected Firm deems to be acceptable shall be reviewable at the University’s request. Selected Firm
b. Goods and Services Contracts

Selected Firm agrees to review and consider using all existing University goods and services contracts when applicable. Selected Firm will compare such contracts with Selected Firms agreements. Selected Firm agrees to make all appropriate recommendations regarding the potential access and utilization of Selected Firm or the University’s concession provider food agreements, which reduce the cost of foods and other concessions products, while maintaining high quality standards. The University expects the Venue accounts to benefit from the best possible pricing while maintaining quality standards. The University’s Procurement Services Department is to be contacted about Selected Firm’s desire to initiate, modify or renew any existing University goods and services contracts.

3. ATM Machines

The University has an existing agreement with its banking services provider for the provision of ATM machines in University buildings. Selected Firm and the University may elect to place additional ATM machines in the Arena and Stadium.

C. Annual Management Plan

Selected Firm will provide the University’s Contract Administrator on or before January 1st of each year (beginning January 1, 2017), the Annual Management Plan. The Annual Management Plan will include the Annual Operating Budget, Capital Improvement Plan and Programming Plan. The Annual Operating Budget will also include information regarding Selected Firms anticipated operations for the Fiscal Year, including planned operating maintenance activities and non-capital purchases. The Capital Improvement Plan will include recommended capital purchases including building improvement and equipment purchases. During the period beginning on January 1 and ending on January 31 of each Fiscal Year, the Annual Management Plan will be subject to review, revision and approval by the University’s Contract Administrator. Following review and revision, Selected Firm will have 30 days to incorporate the revisions. The University will approve
such plan on or prior to March 15 of each Fiscal Year. Upon approval by the University, the Annual Management Plan will constitute the operating program for the upcoming Fiscal Year.

1. Annual Operating Budget

Each year, on January 1st (beginning on January 1, 2017), Selected Firm will submit an Annual Operating Budget (the “Annual Operating Budget”) for the upcoming Fiscal Year, listing all projected direct Operating Expenses by category, projected Gross Revenues and fee schedules. Except as otherwise noted in the final agreement, it is understood and agreed that all direct Operating Expenses will be directly borne through the Operating Account(s) Unless otherwise pre-approved by the University Contract Administrator, travel costs, which include travel to Selected Firm company training and meetings, and are not specifically Venue related, will be Selected Firms expenses and not reimbursed by the University.

The Annual Operating Budget will be approved by the University’s Contract Administrator annually in compliance with the submittal guidelines of the Annual Management Plan established by the final agreement. Selected Firm and the University Contract Administrator may revise the Annual Operating Budget at any time by mutual written agreement.

2. Programming Plan

Selected Firm will present a Programming Plan as part of the Annual Management Plan that will include anticipated events, advertising and promotional activities. Selected Firm may also be required to present the Programming Plan to any programming committee that is established by the University.

Selected Firm agrees to participate, and seek input from any oversight committee established by the University, taking actions proposed by such committee as deemed appropriate in consultation with the University Contract Administrator. Selected Firm will be responsible for oversight of the implementation of such proposed actions.
D. Powers Reserved to the University

The University will have, through the University’s Contract Administrator, control over the following:

1. The type, quality and schedule of events, food and beverages, and other products, services, or items to be sold or provided by Selected Firm and/or its subcontractor at the Venues. Selected Firm will consult with the University regarding any significant changes in these areas, but is encouraged to bring fresh ideas and concepts to the University Contract Administrator. Major programming shifts or events that could be viewed adversely by the public will require specific approval by the University Contract Administrator and any programming committee.

2. The rent structure and other fees and charges to Venues users, and the prices at which food, beverages, and other products or services will be set during the Annual Management Plan process.

3. The placement of automatic vending machines and product offerings will require the approval of the University Contract Administrator. All vending machines located in or adjacent to the Venues will be supplied by the University’s Vending Coordinator. Sales from these machines will not be considered Venue or Concessions Revenue, nor will these sales be included in Concessions Commission calculations. The parties agree that vending machines will not be located on the concourse otherwise made available for attendees of events and activities at the Arena or Stadium.

4. Any marketing plans established by Selected Firm, will require specific approval of the University Contract Administrator prior to implementation.

5. The University may elect at some time in the future to expand or otherwise change its pouring rights agreement. The current pouring rights agreement is scheduled to expire in 2022. The Venues are considered part of the current Agreement, Selected Firm agrees to work with the University should the University implement a new pouring rights relationship in the future. Selected Firm will utilize the selected beverage(s) associated with such new relationship(s).
6. Should the University believe the replacement of any General Manager hired by Selected Firm is necessary, the University will notify Selected Firm in writing of the unacceptability of said General Manager, specifically setting forth the reasons for such unacceptability, and Selected Firm will remove the General Manager within thirty (30) days of such notice, unless Selected Firm can demonstrate to the University that the General Manager will remedy the University’s reasons for deeming the General Manager unacceptable. The University will not unreasonably withhold approval, nor will the University violate any federal, state, or local labor laws. Any dismissal by Selected Firm hereunder will only be effected pursuant to Selected Firms’s regular employment policies and any applicable labor agreements. Should Selected Firm elect to terminate or transfer the resident General Manager, notice will immediately be given to the University, with an explanation for the change in leadership. A transition period of at least thirty (30) days is expected for a new General Manager to work with the transferred or terminated General Manager, unless termination is based on a grievous or criminal act.

7. Subject to appropriate security procedures approved in writing by the University, access to the Venues at all reasonable times for any purpose, provided such access does not unduly interfere with the orderly provision of Selected Firm’s services hereunder.

8. Use of Selected Firm to promote events at other University facilities. There is no exclusive rights provided to Selected Firm for other University facilities and approval must be obtained prior to promotion of such an event.

9. All other rights, powers, and privileges which are not specifically granted to Selected Firm herein.

In exercising its rights hereunder, the University will act in a manner, which is consistent with industry practices and for the general well-being of the community and for the financial success of the Venues.

IV. **Basis of Selection**

The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:
A. The firm's plan to assist the University to meet its goals for providing Arena Management Services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Services;

B. The firm's relevant experience, qualifications and success in providing the services outlined in this RFP;

C. The firm's references from institutions of higher education and clients which are comparable to the University;

D. The firm's financial proposal including but not limited to Capital Expenditure amounts, extension / Agreement renewal payments, Pro Forma Financial projections, and other revenues and discounts;

E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

F. The contractual terms which would govern the relationship between the University and the Selected Firm;

G. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and

H. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

Note: The University reserves the right to award to different Selected Firms to respectively provide any part of the services discussed in this RFP.

V. **Contents of the Proposal**

Proposals should include information outlined in this section. Proposals must be electronically sent to: Kevin Crabtree, at email address: kc5yc@virginia.edu, and not to any other office or department whatsoever at the University.

A. Services

1. Describe how the firm plans to provide Arena and Stadium Management Services which is the primary goal of this RFP. Include a description on how the firm will work with the University to develop an operational plan and how the plan will be implemented.

2. Provide a plan to achieve the objectives set forth in Section III, Scope of Services.
3. Describe the firm's marketing plan for special events, including:
   a. How the firm will work with University faculty, staff, students, and the local community.
   b. How the firm will attract nationally recognized acts and sports teams.
   c. How events will be promoted to University faculty, staff, students, and the local community.
   d. The differences between the marketing plan for the Arena and Scott Stadium.

4. Describe the firm's plan for customer service to include service to event attendees, building occupants, artists, sports teams, the University and local community.

5. Provide a list of management reports that the firm can provide to the University to demonstrate the operational and financial effectiveness of the firm if selected to provide the management services.

B. Firm Information, Personnel, References
1. Provide a brief history of the firm and its experience in providing Arena and Stadium Management Services similar to those described in this RFP.
2. Provide information on those individuals assigned to work with the University including a description of their experience in arena and stadium management services.
3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
4. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss
5. Provide a copy of the firm's most recent audited financial statements.
6. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.
7. State law requires that certain projects within the scope of this RFP be performed by a contractor licensed by the Commonwealth of Virginia. Other projects within the scope of this RFP need not be performed by a licensed contractor. If a firm desires to be considered for all projects within the scope of this RFP, the firm will provide with its proposal a copy of the firm’s Commonwealth of Virginia Contractor’s License. If a firm does not provide with its proposal a copy of the firm’s Commonwealth of Virginia Contractor’s License, the firm will be considered by the University, if at all, only in connection with the award of a contract or contracts for projects which, in the sole and absolute discretion of the University, need not be performed by a licensed contractor.

C. Financial Proposal
1. Provide a price proposal for the services. Include a detailed description of each service and the associated amount the University will be charged for the service.
2. Provide Pro Forma financial projections. Attachment 5 shows JPJ Pro Forma Actuals for the last two fiscal years.
3. State the firm’s agreement to provide the University with a minimum Capital Expenditure of $2,500,000.
4. Describe how the University will be charged.
5. State the firm's willingness to share revenue from events scheduled by the firm. Include how the University will benefit from such a revenue sharing arrangement and the amount of revenue the firm will provide.
6. The John Paul Jones Arena was financed with tax-exempt debt and therefore is subject to IRS rules regarding limitations on private business use. Under applicable IRS rules, the resulting contract must not include payment terms calculated as a share of net profits from the operation of the Arena. For a definition of what constitutes “net profits” payment terms and applicable safe harbors, see IRS Revenue Procedure 2016-44
7. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity
D. Contractual Arrangements
   1. Provide the University with any form or contract the University may be requested to sign.
   2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
   3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

E. Site Visits
   It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

F. Small, Women-owned and Minority-owned (SWAM) Business
   The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s Fiscal Year 2017 SWAM plan spend goal for firms certified by the Commonwealth of Virginia’s Department of Small Business & Supplier Diversity (SBSD) is 43%. Targets for each business segment are as follows:

<table>
<thead>
<tr>
<th>Business Segment</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business &amp; Supplier Diversity</td>
<td>6%</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>7%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>30%</td>
</tr>
</tbody>
</table>

   This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University’s current quarterly achievements, click here (Current SWAM Report). As this report shows, the University is in need of assistance in
the Minority-owned and Women-owned categories. Please tailor your firm’s SWAM plan to assist the University in meeting its goal and targets.

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by SBSD. All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of its failure to certify as a SWAM firm.

If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 4, Office of the VP for Management and Budget’s Request for Commitment letter.

G. Other Information
Provide any other information which the University should consider in evaluating the firm's proposal.

VI. Information about this RFP
A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

- Issue Date of RFP: 11/04/2016
- Preproposal Conference (and tour if requested): 11/29/2016
- Deadline for Receipt of Proposals: 12/12/2016
- Oral Presentations & Negotiations: Tentatively scheduled for 01/17/17 and 01/19/17
- Goal for Agreement Award: 03/01/2017

B. Issuance of RFP and Questions
The Issuing Office for this RFP is:
Procurement and Supplier Diversity Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202
Attention: Kevin Crabtree / Senior Buyer
Telephone: (434) 924-4219
TDD: (434) 982-HEAR
Email: kc5yc@virginia.edu

Any questions concerning this RFP will be directed to Kevin Crabtree as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference
A conference for firms receiving this RFP will be held on November 29, 2016, 8 AM Eastern Time to 11 AM at the McCue Center, Senior Staff Conference Room, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Kevin Crabtree by email (kc5yc@virginia.edu), no later than 2 p.m. (EST/EDT) on of the names, titles, and phone numbers of the individuals who will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance:
http://www.virginia.edu/placestostay/

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m. (Eastern) December 12, 2016. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. Firms must submit an electronic original proposal
that will be received by the University by the proposal deadline. The proposal must be submitted via electronic mail to Pur-rfp@eservices.virginia.edu and kc5yc@virginia.edu.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure. RFP Section VI-J, Virginia Freedom of Information Act, applies.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. The General Manager that the Firm is proposing will manage the Venues must be in attendance for presentations and negotiations. Oral presentations are tentatively scheduled for {date}. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are tentatively scheduled for January 17, 2017 and January 19, 2017.

F. Communications Between the University and the Firms Regarding This RFP
Informal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:
1. Requests from the firms to any department at the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.; and
2. Requests from any department at the University, or any employee of the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.

Formal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement and Supplier Diversity Services. Formal communications will include but not be limited to:
1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm
All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements,
terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal
The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions
Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.
a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section D, Proposal Deadline.

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.


   Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

   a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

   b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

   The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.

J. Virginia Freedom of Information Act

   Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some
distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.*

**IMPORTANT:** A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.
A. **Nondiscrimination**
During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. **Conflict of Interests**
The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. **Assignment**
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. **Amendments**
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
E. Notices
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:
Eric N. Denby
Director of Procurement and Supplier Diversity Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor
The Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.
G. **Workers' Compensation and Employers' Liability**
   The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. **Drug-Free Workplace**
   The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

   During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

   For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. **Accessibility**
   Selected Firm warrants and represents that all Goods and Services provided hereunder will be in accordance with University’s Policy IRM-0008: University Information Technology Accessibility (https://uvapolicy.virginia.edu/policy/IRM-008) requiring compliance with the Web Content Accessibility Guidelines (WCAG) version 2.0 / Level A and AA
Selected Firm will monitor and maintain compliance with the Policy and referenced standards throughout the term of Agreement. Before any system launches, and at each major version change, Selected Firm will provide verification of compliance by submitting a WCAG 2.0 Compliance Checklist and a VPAT (Voluntary Product Accessibility Template) for all products/modules under consideration, completed as a self-assessment by a technician with a background in accessibility testing or by a third party jointly chosen by Selected Firm and the University.

J. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

L. Contractor License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.
Subject to Section V., Contents of the Proposal, item B. Firm Information, Personnel, References and Operations, #8 of this RFP, a copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. Unauthorized Alien Use.

The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.
Attachment 2
Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The expected term of this Agreement will be for five years, with the ability to renew on the same or similar terms and conditions, for three additional five year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to the Agreement or price changes.

D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent
or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.

J. Contractual Claims
This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.
K. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A-financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

**Commercial General Liability:**
The Selected Firm and any Subcontractor, or organization using the Arena will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and an aggregate limit of $3,000,000 with coverage for the following:

- **{X}** Premises/Operations  
- **{X}** Products/Completed Operations  
- **{X}** Contractual  
- **{X}** Independent Contractors  
- **{X}** Personal Injury  
- **{X}** Medical Payment  
- **{X}** Fire Legal Liability  
- **{X}** Additional Insured*  
- **{X}** Underground Explosion & Collapse  
- **{X}** Other

**Automobile Insurance:**
The Selected Firm and any Subcontractor, or organization using the Arena, if applicable, will provide Automobile liability insurance coverage with a combined single limit of $1,000,000 per accident for bodily injury and property damage. Coverage will include automobile liability insurance for all owned, leased, and non-owned vehicles, and the Selected Firm will provide primary coverage for all vehicles owned by the University that are in the Selected Firm’s care, custody, and control. *See additional insured requirements at the end of this section. It is understood that the Selected Firm will also insure such University owned vehicles for physical damage coverage (comprehensive and collision) and be responsible for any deductibles that may apply. The Selected Firm will employ its own licensed drivers, and it is understood that these drivers will be agents of the Selected Firm and will be expected to operate the vehicles with reasonable care in accordance with
all applicable laws and ordinances. The vehicles owned by the University will be used only in the course of providing the services outlined in this agreement. The University will have the option to prohibit in writing any of the Selected Firm's drivers from operating a University owned vehicle. The Selected Firm will indemnify and hold the University harmless for any and all fines, forfeitures and penalties for violation of any law or ordinance arising out of the operation of the vehicles in its care, custody, and control. The University will not be liable for failure to repair any disabled vehicles in which have been damaged while in the Selected Firm’s care, custody, and control. It is understood that the University assumes no liability for an act or omission of the Selected Firm, The Selected Firm's agents or employees, or for any property which is damaged, lost or stolen from the vehicles which are in the Selected Firm’s care, custody, and control. The Selected Firm will be responsible for all costs of the Selected Firm’s insurance for the vehicles owned by the University and operated by the Selected Firm. The Selected Firm, its employees and agents will comply with all the terms and conditions under the insurance program provided by the Selected Firm; and because of the State's involvement, the Selected Firm will comply with all of the University's regulations, policies, and procedures and also report all accidents involving University owned vehicles to the University’s Office of Property & Liability Risk Management. The Selected Firm will do all things necessary to properly protect and preserve the rights of the Selected Firm and the University's insurance programs and policies.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

Workers Compensation Insurance:
The Selected Firm and any subcontractor, or organization using the Arena, if applicable, will maintain Workers Compensation coverage on its employees in accordance with the Virginia Workers Compensation Act, and also maintain Employers Liability coverage with limits of at least $300,000.
Crime/Employee Dishonesty Insurance:
The Selected Firm will maintain crime and employee dishonesty insurance with a limit of not less than $1,000,000 per claim.

Professional Liability Errors and Omissions Insurance:
The Selected Firm will maintain Professional Liability Errors and Omissions insurance with a minimum limit of $1,000,000 per claim.

L. Cooperative Purchasing / Use of Agreement by Third Parties
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm.

The Selected Firm will notify the University in writing of any such entities accessing the Agreement. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or
omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

M. Favored Nations
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: https://vascupp.org/hem.pdf

P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: ljs8n@virginia.edu
The quarterly SWAM business reports will contain this information:

- SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University’s account.

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

Q. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

R. Payment Terms
The Selected Firm may indicate payment terms of less than 45 days so long as those terms also contain a cash discount for early payment. For example: “1.25% 20/Net 30” would correspond to a 1.25% discount if paid in 20 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 45 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

S. Future Goods and Services

The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

T. Background Checks

The Selected Firm will maintain a mandatory background check and drug and alcohol-testing program for all employees. A Criminal History Records Check must be completed through the Virginia State Police for each staff member. If the check reveals any of the following, the Selected Firm will not assign that individual to perform services for the University:

1) Any Felony
2) Any of the following misdemeanor offenses, regardless of when the conviction occurred:
   i. Burglary
   ii. Breaking and Entering
   iii. Robbery
   iv. Theft
   v. Larceny
   vi. Any Sexual Offenses

3) Any of the following misdemeanor offenses if convicted within the previous five years:
   i. Forgery
   ii. Fraud
   iii. Assault and Battery
   iv. Weapons Violations
   v. Possession, distribution, sale or delivery of a controlled substance
   vi. DUI or DWI (for positions involving vehicle operation)
Attachment 3
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement and Supplier Diversity Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia  22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.

D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:
by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Selected Firm mutually agree.

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.
Vice President for Management and Budget’s Request for Commitment

Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
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