Multi-Media Rights Plan for University Athletics

February 9, 2015

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Multimedia Rights Plan for University Athletics
Request for Proposal #SH020915
February 9, 2015

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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. 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

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 a Multi-Media Rights plan for the University’s Department of Athletics to maximize revenue and enhance fans' experience. The plan will be comprised of advertising inventory as part of radio and television broadcasts, in-venue permanent and digital signage, video features, promotions, hospitality, official athletics websites, game programs, posters, and schedule cards. 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.
The University’s Athletics Department is seeking to maximize revenues and program effectiveness by licensing the Multi-Media Rights associated with its radio and television programming, corporate sponsor and signage opportunities, Internet presence and program distribution and other sponsorship opportunities. Through this RFP, the University wishes to create a single source through which local, regional and national companies can establish a high-profile identification with the University’s Athletics Program.

Overview of the University’s Athletics Program
A member of the prestigious and highly competitive Atlantic Coast Conference (ACC), the University has 12 intercollegiate sports for men and 13 for women at the NCAA Division I level. The University’s athletics department is in the midst of its second aggressive ten-year strategic plan that includes goals of graduating 100 percent of its student athletes, winning 12 national championships and 70 conference championships, fully endowing all scholarships, building and maintaining the finest facilities, attracting top prospective athletes and fully complying with Title IX.

University Athletics Accomplishments
The University is one of 14 schools to rank in the Top 30 in the Learfield Sports Directors’ Cup standings in each year of the program’s existence. The University’s highest finish was third in 2010. The University finished fourth in 2014.

- The University captured five ACC championships for the second straight year in 2013-14 and its 63 conference titles since the spring of 2002 are the most of any ACC school during that time. In 2013-14, UVa won ACC championships in men's basketball (second in program history), rowing (14th in 15 years), women's swimming and diving (seventh consecutive), men's tennis (eighth consecutive and 10th in the last 11 years) and women's tennis (first in program history).

- During the 2014 calendar year, the men’s soccer team won the NCAA championship, the baseball and women’s soccer teams were the NCAA runners-up, the women’s lacrosse team reached the NCAA Final Four, and the men’s
basketball team received a national No. 1 seed en route to advancing to the Sweet 16 in the NCAA Tournament.

- Two Virginia coaches were named National Coach of the Year, six coaches were named ACC Coach of the Year, and three coaches were named National Assistant Coach of the Year in the past two athletic years.
- The Virginia Athletics Foundation raises money in support of the athletics department from an annual donor base of approximately 9,400 (2014). In addition to an annual fund of $15.4 million (2014), VAF also raises money for scholarship endowments, academic affairs, operational budget support and facilities, averaging over $30 million in contributions per year for each of the past eight years.

**Academic Performance**

- 93% of student-athletes who completed their eligibility graduated during the 10-year period from 2002 through the spring of 2012.
- The overall student-athlete GPA during the Spring 2014 semester was 3.0 – the second consecutive semester the overall student-athlete GPA reached 3.0. 17 athletics programs earned a GPA of 3.0 or better. 15 teams improved their academic performance from the Spring of 2013 to the Spring of 2014.
- The overall student-athlete GPA during the Fall 2014 semester was 3.0. 14 athletics programs earned a GPA of 3.0 or better. 16 teams improved their academic performance from the Spring of 2013 to the Spring of 2014.
- 305 UVa student-athletes were named to the 2013-14 ACC Academic Honor Roll

**Virginia’s 2013-14 Record**

- Men’s and women’s teams had a combined record of 297-155-6 (65.5%).
- Virginia’s combined winning percentage for its men’s and women’s intercollegiate athletic teams was the best among Division I institutions in the state. It marked the sixth time in the last seven years UVa has won the Virginia Sports Information Directors Association’s Division I All-Sports Championship.
University Football
The Virginia football team has made 18 bowl appearances. Head coach Mike London was named the 2011 ACC Coach of the Year. Ten players earned All-ACC recognition following the 2014 season and Quin Blanding was named ACC and National Freshman Defensive Player of the Year.
The University’s football team plays its home games at the Carl Smith Center, home of David A. Harrison III Field at Scott Stadium (“Stadium”). A renovation of the Stadium was completed in time for the 2000 season opener against Brigham Young University. The renovation increased the Stadium’s capacity to 61,500 and transformed it into one of the most architecturally beautiful stadiums in the country.

More than 645,000 fans have attended home football games over the last two seasons. The University’s 2015 home schedule includes Boise State, Duke, Georgia Tech, Notre Dame, Syracuse, Virginia Tech, and William & Mary.

University’s Men’s Basketball
The University’s men’s basketball program has made three consecutive postseason appearances in head coach Tony Bennett’s five seasons at Virginia (2 NCAA and 1 NIT). UVa won the ACC regular season and conference championships during the 2013-14 season, earned a No. 1 seed in the NCAA Tournament and advanced to the NCAA Sweet Sixteen. Season tickets sold out for the 2014-15 season.

University’s Women’s Basketball
Head coach Joanne Boyle is in her fourth season at the University after successful head coaching stops at Richmond and Cal. The University’s women’s basketball team has participated in the NCAA Tournament 24 times, including three trips to the Final Four, seven trips to the final eight and 12 Sweet Sixteen appearances. The University has won 11 ACC regular season titles and three ACC Tournament titles in women’s basketball.
University Baseball
The University’s baseball program has achieved unprecedented success in head coach Brian’s O’Connor’s 11 seasons at UVa. Virginia has made three College World Series appearances in the last six seasons, including finishing as the NCAA Runner-Up in 2014. The program has made 11 consecutive NCAA tournament appearances and won six NCAA regional championships and two ACC championships. O’Connor has won 514 games at UVa, including a national-best 298 wins since 2009. More than 125,000 fans attend regular season home games at Davenport Field each year.

Overall Intercollegiate Athletics Program
An indication of the overall strength of the University’s intercollegiate athletics program can be obtained by considering some of the Athletics Department’s highlights from the 2013-14 athletics year.

- Men's cross country finished 13th at the NCAA Championships
- Women's cross country finished ninth at the NCAA Championships
- Four-time All-American Elly Buckley led the field hockey team to the NCAA Tournament and No. 7 rank in the final NFHCA poll
- All-American men's golfer Denny McCarthy finished sixth at NCAA Championships, second best finish in UVa history
- Women's golf finished 14th at the NCAA Championships
- Men's lacrosse reached the NCAA Tournament for the 36th time in program history and the 20th time under head coach Dom Starsia
- All-Americans Liz Colgan, Morgan Stephens, Courtney Swan and Liza Blue led the women's lacrosse team to its 14th NCAA semifinal berth and 19th consecutive NCAA Tournament appearance
- Men's soccer reached the NCAA College Cup for the 11th time and extended the nation's longest current streak of 33 consecutive NCAA Tournament bids
- Women's Soccer had a perfect regular season (19-0-0) and reached the NCAA College Cup for the first time since 1991
- Men's swimming and diving placed 26th at the NCAA Championships
- Women's swimming and diving finished 11th at the NCAA Championships, the highest finish since 2010
- Men's tennis broke the ACC all-sport consecutive conference win record, with an active streak of 122 matches (regular season and postseason), breaking the previous record of 116 wins by Duke women's tennis from 1989-2000
- Women's tennis captured its first ACC regular season and tournament championships en route to a school-best 24-6 record
- Wrestling took 23rd place with 18.5 points at the NCAA Championships.
- Virginia’s Jon Fausey (wrestling), Molly Menchel (women's soccer), Kate Norbo (women's soccer) and Thomas Porter (men's cross country/track & field) earned Weaver-James-Corrigan postgraduate scholarships from the ACC.

**University Athletics Facilities**

- Scott Stadium at the Carl Smith Center is home to the football team. The Stadium’s seating capacity is 61,500.
- John Paul Jones Arena is home to the men’s and women’s basketball teams. The arena’s seating capacity for basketball is 14,593. The facility also hosts concerts, shows, and other assemblies.
- Davenport Field is home to the baseball team and seats 5,000 fans.
- Klöckner Stadium, home to the men’s and women’s soccer and men’s and women’s lacrosse teams, has a seating capacity of 8,000.
- University Hall Turf Field is home to the field hockey team and hosts early season men’s and women’s lacrosse games in the event of inclement weather.
- Memorial Gym is home to the volleyball and wrestling teams.
- Snyder Tennis Center is a 12-court facility that serves as home to the men’s and women’s tennis teams for outdoor matches. The facility seats approximately 500 fans. The Boyd Tinsley Courts at the Boar’s Head Sports Club accommodate approximately 1,000 spectators.
- The Aquatic and Fitness Center is home to the women’s and men’s swimming and diving teams. The facility seats 2,200 fans and has been the site for the
Atlantic Coast Conference Championships, NCAA Diving Regionals and U.S. Diving Nationals.

- Lannigan Field is home to the men’s and women’s track & field programs.
- The Park is home to the softball program.
- The McCue Center houses coaches and administrative offices for the Athletics Department.
- Bryant Hall is located within Scott Stadium and houses the athletics ticket office, the Virginia Athletics Foundation, Sports Promotions and Marketing, and Virginia Sports Properties.

Please review this link: [http://www.virginiasports.com/facilities/index.html](http://www.virginiasports.com/facilities/index.html) for detailed descriptions and photographs of the University’s Athletics facilities.

**Status and Current Operational Procedures of Multi-Media Rights at the University**

Virginia Sports Properties (VSP), a division of CBS Collegiate Sports Properties, is the University’s incumbent Multi-Media Rights firm. Working together in a true cooperative arrangement, VSP and the University manage the corporate sponsorship program, jointly utilizing Marketing and Promotions personnel to structure and fulfill all sponsorships. VSP is responsible for generating sponsorship revenue through the following media: radio, television, signage (digital and static), Internet, in-venue video presentations, GameDay programs, posters, schedule cards, and corporate hospitality functions. The University’s Multi-Media Rights firm prior to 1998 was Virginia Sports Marketing, a division of Host Communications.

A three-year financial history can be found in Attachment 8, Existing Property Three-Year Financial History.

Following are specifics on the operations of each area of the University’s media operations.
Radio

- VSP currently maintains its own radio broadcast rights and is responsible for the entire physical operation of the Virginia Sports Radio Network.
- Personnel – Dave Koehn, the “Voice of the Cavaliers” is a VSP full-time employee as the Director of Broadcasting. Koehn handles the play-by-play of football and men’s basketball games. Koehn serves as the host of “Coaches Corner,” a weekly 54-minute radio program featuring head football Coach Mike London and head men’s basketball Coach Tony Bennett. The color analysts for football and men’s basketball, the sideline reporter for football, the radio network engineer, the scoreboard reporter, and the network board operators are compensated per broadcast.
- Radio Program Inventory - The Virginia Sports Radio Network broadcasts all football games, all men’s basketball games, and ten women’s basketball games. The Virginia Sports Radio Network also broadcasts a 54-minute “Coaches Corner” radio show for football and men’s basketball. The radio shows are currently produced from Buffalo Wild Wings, a restaurant located in Charlottesville’s Barracks Road Shopping Center.
- Studio Operation - A radio production studio exists within Bryant Hall. This studio is designed to produce commercial spots and features for the Virginia Sports Radio Network. All full network broadcasts are distributed via satellite from the Charlottesville Radio Group (CRG) station headquarters in Charlottesville. CRG currently pays a rights fee to serve as the Virginia Sports Radio Network flagship station and handles all distribution for the network.
- Remote Broadcast Equipment - All remote event broadcasts on the Virginia Sports Network are made using equipment owned by VSP.
- Miscellaneous - All travel-related expenses, including per diem, rental cars, etc., will be the responsibility of the Selected Firm. All expenses incurred for satellite distribution and installation of any needed phone lines for broadcast use will be the responsibility of the Selected Firm.
**Video Production**

The University’s Athletics Video Services unit is responsible for the entire operation of all video production including the *Chasing Uncompromised Excellence* weekly television show, the in-Stadium video board production, the in-Stadium LED fascia production, VirginiaSportsTV.com, highlights videos, and other projects.

The Assistant Athletics Director for Video Services is Luke Goldstein who has worked in video production in the athletics department since 2002. Other video services staff members include: Harrison Cluff, Producer/Editor; Brandon Despain, Producer/Editor; Erik Elvgren, Senior Producer/Animator; Ryan Mahanes, Video Coordinator; Mike Szlamowicz, Senior Producer/Operations Manager, Jake Tomko, Video Coordinator; and Matt Uncapher, Senior Producer/Engineer. Uncapher is a VSP employee.

**Video Production Inventory**

The commercial format for the *Chasing Uncompromised Excellence* television show is provided in Attachment 5, *Chasing Uncompromised Excellence* Format. Inventory also includes: the large screen video display in Scott Stadium; LED fascia displays in Scott Stadium; large screen video displays in John Paul Jones Arena; LED displays in John Paul Jones Arena; LED fascia displays in John Paul Jones Arena; large screen video display in Klöckner Stadium, large screen video display in Davenport Field, and VirginiaSportsTV.com; and other video production projects function based on a flexible format sponsorship model as coordinated between the Sports Promotions and Marketing offices and Athletics Video Services. The University’s Athletics Department places an emphasis on maximizing sponsorship revenues through these media while maintaining the importance of the spectator’s experience and the University’s values.

- *Chasing Uncompromised Excellence* Television Network
  Affiliates Clearance - Television affiliates which air the half-hour *Chasing Uncompromised Excellence* program are cleared by the Selected Firm, University Sports Promotions and Marketing, and Athletics Video Services. Statewide coverage of the program is expected. Currently, Comcast SportsNet, a regional sports
network based in Bethesda, Maryland is paid $2,000 per program. All advertising inventory is maintained by the current Multi-Media Rights provider within the program on Comcast SportsNet. All other *Chasing Uncompromised Excellence* television affiliates currently work on an exchange basis (the affiliates receive all of the Local Commercial Inventory and no money changes hands from University to the affiliate). VSP is currently responsible for paying all other costs associated with the airing of each program, including: closed-captioning; production expenses; etc.

**Print**

Marketing and Promotions print media (posters, schedule cards, ticket brochures, fan guides, roster cards, etc…) is designed by graphic designers located within the University’s Athletics Media Relations unit.

GameDay programs for football and men’s basketball are currently designed, published and printed by an outside firm, which is contracted and paid for by the current Multi-Media Rights provider. All photographs and content for articles in the GameDay program are provided by the University’s Athletic Media Relations Office. GameDay programs and roster cards for all other University sports are designed by an in-house graphic designer and printed locally.

Currently, the football GameDay program is an 8.5”x11”, 112-page publication sold for $5 with three ad pages reserved for use by the University. The basketball GameDay program is a 6”x9”, 44-page publication distributed for free with one and one-half ad pages reserved for use by the University. The baseball program is a 5”x8”, 24-page publication distributed for free. For the sports of women’s basketball, men’s soccer, women’s soccer, men’s lacrosse, and women’s lacrosse, the University produces game programs that are 11” x 17” bi-fold or tri-fold programs with four-color front/back and black/white interiors.
Internet

University Athletics first launched its Internet site, VirginiaSports.com, in 1997. The site is maintained by CBS Interactive Advanced Media (CBSI) under an agreement between VAF and CBSI that runs through June 30, 2016. The Virginia Athletics App is also produced by CBSI and VSP pays for half of the annual maintenance fee for the App ($7,500). Currently, VSP sells advertising into the site and on the App and all local ad revenue is applied to the partnership. During the 2013-2014 calendar year, VirginiaSports.com generated an average of 1,716,000 page views and 309,000 unique visitors per month.

VirginiaSportsTV.com was launched in September 2004 as a video-based website. All content is produced by Athletics Video Services. All content on this site is free of charge to users. During the 2013-2014 calendar year, VirginiaSportsTV.com generated an average of 160,000 video views and 47,000 unique visitors per month. If the Selected Firm chooses to sell advertising into VirginiaSportsTV.com, it would be expected to pay the annual hosting and maintenance fee of $15,000.

Goals of the University

The University expects to enter into an Agreement on behalf of the Athletics Department through which its Multi-Media Rights will be developed and implemented in the best interests of the University so as to maximize revenues and program effectiveness. Various exclusive rights will be licensed to allow the Selected Firm to create its own service that develops, promotes, and provides for broadcast, distribution, and promotion of the radio and television programming, corporate sponsorships, signage, Internet presence, program distribution, and related promotions and broadcasts.

The Selected Firm will be housed within the University’s Athletics Department office space, and all Selected Firm staff members will be expected to attend Athletics Department staff meetings and other group functions. It is imperative for the Selected Firm to understand and place Athletics Department goals and objectives at the forefront of its operational plan on a daily basis.
The University requires the Selected Firm’s plan for Multi-Media Rights to be professional, reliable, innovative, exciting, responsive, and specific to the needs of the University. A factor in the University’s decision to enter into the Agreement contemplated by this RFP is the receipt of payments and revenue that do not result in the incurrence of any unrelated business income and/or any unrelated business income tax assessable against the University pursuant to the applicable provisions of the Internal Revenue Code. The continuing qualification of all payments and revenue received by the University from the Selected Firm hereunder is of the essence in any resulting Agreement. Any activity and/or other conduct by the Selected Firm hereunder that triggers or otherwise causes such payments and revenue to be taxable as unrelated business income is inconsistent with the purpose of this RFP and any resulting Agreement, including the expected benefits to be derived by the University.

The University will allow the licensed use of its trademarks and other rights specified herein to the Selected Firm for development of the Selected Firm’s Multi-Media Rights plan and such other uses as are deemed beneficial by University.

The University is committed to monitoring and maintaining its considerable goodwill, and all such uses of University indicia and other licensed rights will be in the best interests of the University as solely determined by the University. The Selected Firm will not align itself with advertisements, on behalf of the University, that would in any way have a negative impact, dishonor or discredit the University. The Selected Firm must protect the University's brand and the equity it stands for: honor, integrity, ethics, and our legacy, which is important to not only our current students but to our alumni and friends. At all times, University personnel and the Selected Firm must remember this is an academic institution.

The University’s Associate Athletics Director for External Affairs will play a prominent role in servicing and maintaining corporate partners in conjunction with the services of the Selected Firm.
In support of its mission and in an effort to develop and maximize marketing and sponsorship regarding Athletics Multi-Media Rights, the University seeks an experienced firm to provide a Multi-Media Rights Plan including related goods and services.

III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm for Multi-Media Rights Plan to include those goods and services necessary to help the University achieve its goals as outlined in this RFP (the “Goods and Services”). In order to achieve this goal the Selected Firm may be requested to provide those goods and services relating to Athletics Multi-Media Rights “Property” as outlined in this section.

A. Overview

The Selected Firm will be required to implement and deliver a comprehensive and quality program with a national marketing presence and to create opportunities at all levels of marketing rights and sponsorships. The Selected Firm must, at all times, represent the best interests of and provide the most competitive compensation to the University for the right to commercially exploit the Multi-Media Rights licensed pursuant to any Agreement resulting from this RFP in the areas of radio and television, corporate sponsorships (to include signage and event promotions), publications, and the Internet.

All radio, television, Internet and video broadcasts of University Athletics events and programming included in this RFP and any resulting Agreement are and will remain the University’s and/or the property of the ACC before, during, and after the Agreement expires or is otherwise terminated.

All services provided as a result of this RFP and any resulting Agreement must be in strict compliance with NCAA, ACC and University rules and regulations, and the Selected Firm must ensure all of its employees and agents are adequately instructed and knowledgeable of the applicable rules and regulations. Any
questions and / or concerns about compliance with any athletic rule(s) and regulation(s) in any way related to the University’s Athletics Programs should be immediately communicated to the Athletics Department Compliance Office.

The University reserves the right to establish and change the schedule of Athletics Events for any reason.

Unless specifically provided otherwise in writing by the University, the Selected Firm will be obligated pursuant to any Agreement resulting from this RFP to submit to the University for approval all proposals before they are shared with potential clients and all promotional content, announcements, advertisements, signage and related marketing materials, prior to implementation. A University representative will approve in writing all sponsorship agreements acknowledging the components of the agreement are acceptable consistent with RFP Attachment 2, Preferred Contractual Provisions, Section T, Sponsorship Agreements.

An annual Agreement review will be conducted to address current market-driven changes that may necessitate adjustments, additions or changes to any Agreement resulting from this RFP as mutually agreed upon by the University and the Selected Firm. The purpose of this annual review is to make the Agreement most beneficial to both parties.

**Radio**

The Selected Firm will have the licensed right and authorization to utilize the Virginia Sports Radio Network Program Inventory to create its own radio network for worldwide distribution to all online audio and radio broadcast signal coverage areas. The Selected Firm will have the right and obligation to clear stations within Virginia to create its own product for programming and broadcast of the Virginia Sports Radio Network Program Inventory. The specific manner in which the distribution of the Virginia Sports Radio Program Inventory is
accomplished by the Selected Firm will be subject to the prior approval of the University.

**Production**
The Selected Firm will furnish, at no cost to the University, all of the elements required for first-class production of a service designed to develop and broadcast the Virginia Sports Radio Network Program Inventory as defined by the University for production, presentation, origination, transmission, and broadcast of each program and for the commercial announcements and messages.

It will be the responsibility of the Selected Firm to develop, produce, and transmit radio and online audio broadcasts as referenced in Section III, Live Radio Game Broadcasts of each regular season scheduled game, in addition to all pre-season and post-season contests, and all Coaches Radio Shows as are available under any Agreement resulting from this RFP.

The current format for the Coaches Radio Shows is provided in Attachment 7, Coaches Corner Radio Show Commercial Log. The format is subject to change by the Selected Firm and University.

It may be necessary for the Selected Firm to purchase or rent equipment deemed necessary to accomplish such broadcast quality. In such cases, these expenses are subject to prior approval of the University. The Selected Firm is responsible for any necessary Selected Firm employee travel expenses related to Athletics Events.

**Approval of Announcers**
The Selected Firm will furnish a play-by-play announcer for University Athletics Events and a host for the Coaches Corner Radio Shows, and these individuals are subject to the University’s approval. The Selected Firm will employ for football a: color analyst; studio host; sideline reporter; site engineer; board operator;
statistician; spotter and pre-game show assistant. The Selected Firm will employ for men’s basketball a: color analyst; studio host; courtside engineer; and board operator. The Selected Firm will employ for Coaches Corner Radio Shows a: site engineer, set-up assistant and board operator. The selection of each of these individuals is subject to the approval of the University.

**Station Clearance**

The Selected Firm will clear stations throughout the State of Virginia to offer complete statewide coverage through Virginia Sports Radio Network Affiliates. The Virginia Sports Radio Network Affiliates will include an exclusive radio station in each of the six major markets in the State of Virginia, which are Richmond, Hampton Roads, Charlottesville, Norfolk, Lynchburg/Roanoke, and Northern Virginia. Currently, a full-time 50,000 watt clear channel AM station in Richmond, WRVA AM 1140 is a Virginia Sports Radio Network Affiliate and must remain. The Selected Firm must use all reasonable means to maintain this status during the course of the resulting Agreement. The Selected Firm will cause the broadcast of the Virginia Sports Radio Program Inventory to be distributed to the Virginia Sports Radio Network Affiliates without any additional charge or fee to the University. A current listing of network affiliates is attached, Attachment 6, Radio Affiliates.

The Selected Firm must also make available online audio at no charge for each football, men’s basketball, and women’s basketball game broadcast, in addition to each Coaches Corner Radio Show.

The current Multi-Media Rights provider does not charge the Virginia Radio Network Affiliates for the right to carry Athletics Events and Coaches Radio Shows with the exception of the flagship affiliate.

**Flagship Station Requirements**
The Selected Firm will be required to identify and negotiate an agreement for a "Flagship" station(s) whose primary coverage area is the Charlottesville market.

**Signal Distribution**

The Selected Firm will be responsible for making all arrangements and paying for all distribution on a live basis for the entire Virginia Sports Radio Program Inventory for broadcast by affiliates of the Virginia Sports Radio Network, to include all events and transmission of broadcast signal from the event site to the distribution facility. Distribution methods between the event site and the Selected Firm will be subject to the approval of the University, which will not be unreasonably withheld. Affiliate stations on the network, including the Internet, will be responsible for receiving programming with their own downlink equipment or downlink equipment supplied by the Selected Firm at no cost to the University. The Selected Firm will, as a condition precedent to furnishing the feeds to any outlet, require the receiving station to contractually commit that it will not sell the program to any sponsor deemed non-allowable by the University, the ACC, or the NCAA.

The Selected Firm is to provide a dedicated means for the exclusive broadcast distribution of Virginia Sports Radio Network Program Inventory.

**Live Radio Game Broadcasts**

The Selected Firm will be required to perform live radio game broadcasts for all regular season, post-season and tournament games (when NCAA, ACC and other applicable rules allow). This obligation includes bowl games if the University is a participant and if rules allow. Postseason men’s basketball and women’s basketball games are required to be broadcast if NCAA, ACC and other applicable rules allow.

The Selected Firm will develop, produce, and cause to be broadcast the following live radio game broadcasts:
**FOOTBALL:**
- All regular season games (approximately 12 games)
- All pre-season and/or post-season games, including bowl games, in which Virginia participates
- All game broadcasts will include at a minimum 30 minute pre-game and 60-minute post-game shows.

**MEN’S BASKETBALL:**
- All regular season games (approximately 30)
- All post-season tournament games in which Virginia participates, including the ACC Tournament, NCAA Tournament and National Invitation Tournament
- All game broadcasts will include at a minimum 30-minute pre-game and 30-minute post-game shows.

**WOMEN’S BASKETBALL:**
- All regular season games will be broadcast on the local (Charlottesville) affiliate (approximately 30) and 10 games on the overall network
- All post-season tournament games in which Virginia participates, including the ACC, NCAA Tournament, and National Invitation Tournament
- All game broadcasts will include a 30-minute pre-game and a 30-minute post-game show.

**Optional:** The Selected Firm may submit proposals to increase the length of the pre and post-game radio shows.

**Coaches Corner Radio Shows**
The Selected Firm will develop, produce, and cause to be broadcast the following Coaches Radio Shows:

**FOOTBALL:**
- 54-minute shows featuring head football coach

**MEN’S BASKETBALL:**
- 54-minute shows featuring head men’s basketball coach

Length of broadcast, number of shows, location and placement as it relates to days of the week will be determined on an annual basis by the University and the Selected Firm.
Optional: The Selected Firm may submit proposals to broadcast a coach’s radio show for women’s basketball or other University intercollegiate sports programs. The University reserves the right to accept the proposal(s) submitted by the Selected Firm, or to reject the proposal(s) and either award the rights to another Firm or not award the rights.

Coaches Interviews
The University will arrange for the head football, men’s basketball, and women’s basketball coaches to be available for an interview prior to each game (to be pre-recorded at the mutual convenience of the coaches and the Selected Firm) and immediately following each game for a post-game interview. These interviews will be used in conjunction with the game broadcast and will not be used in any other manner except with the express written consent of the University.

Reciprocal Broadcast Rights for Away Games
The University will secure for the Selected Firm the rights to broadcast all regular season away games. As a part of securing these rights, the University will endeavor to obtain such rights at no cost to the Selected Firm. However, if a rights fee is required, the Selected Firm will be financially responsible for negotiating and making payment. When the Selected Firm is broadcasting under a reciprocal arrangement, the terms of the Agreement will continue to have full force and effect with respect to all applicable and relevant terms and conditions which are not in conflict with reciprocal host(s)’ requirements.

Broadcast Rights for Preseason and Postseason Events
The Selected Firm will have the right and responsibility to broadcast all preseason and post-season events in which the University participates in the sports of football and men’s basketball. The University will make every effort to obtain broadcast rights for these Athletics Events; however, any rights fees for preseason or post-season Athletics Events will be the responsibility of the Selected Firm. When the Selected Firm is broadcasting under a nominee arrangement, the
terms of the Agreement will continue to have full force and effect with respect to all applicable and relevant terms and conditions which are not in conflict with pre and postseason host(s)’ requirements.

The Selected Firm will not sell or assign its right to a broadcast outlet except with the prior written approval of the University.

Television
The Selected Firm will have the licensed right and authorization to utilize the Program Inventory to create its own television network for worldwide distribution to all television broadcast signal coverage areas for the distribution of content owned by the University. The ACC and its television partners own game broadcast rights. The Selected Firm will have the right and obligation to clear stations within Virginia to create its own product for programming and broadcasting of the Program Inventory. The specific manner in which the distribution of the Program Inventory is accomplished by the Selected Firm will be subject to the prior approval of the University.

Current Inventory
Game Broadcasts
ESPN, in conjunction with the ACC, currently holds the broadcast rights for all sports at the University. The ACC and its broadcast television partners allow for the re-broadcast of football games to occur if the following conditions are met:
1. The re-air cannot begin until after 11:30 p.m. on the day of the Football Game
2. The re-air may be shown until noon on Wednesday after conclusion of the Football Game
3. The re-air can only be shown in Virginia and states neighboring Virginia within Conference Territory.
Other sporting events may be televised pending approval from the ACC on a case-by-case basis. The Selected Firm, as additional inventory, could seek permission from the ACC to broadcast events. The Selected Firm will furnish at no cost to the University all the elements for a first class broadcast if such a direction is selected.

**Chasing Uncompromised Excellence**

Currently the University produces 31 weekly productions of *Chasing Uncompromised Excellence* (CUE). CUE is cleared on local affiliates in Charlottesville, Hampton Roads and via Comcast SportsNet on cable and satellite packages across the state of Virginia and mid-Atlantic.

The Athletics Department's Video Services unit will develop and produce all content for *Chasing Uncompromised Excellence*, including sponsorship graphics and other sponsorship fulfillment efforts related to the show. The Selected Firm will reimburse the Athletics Department for these services. It will be the responsibility of the Selected Firm to deliver sponsors’ commercial spots in HD quality to the Athletics Department Video Services unit. The Selected Firm will also be responsible for paying all clearance, videotape, talent, music license, and distribution fees associated with the airing of *Chasing Uncompromised Excellence*.

Approval of Hosts

A host is not currently used for *Chasing Uncompromised Excellence*. If a host is used, the Selected Firm will furnish a host for *Chasing Uncompromised Excellence* whose salary and appointment is subject to the University’s approval. All hosts are subject to approval by the University.

Station Clearance

The Selected Firm will clear stations throughout Virginia to create the *Chasing Uncompromised Excellence* Network Affiliates. *Chasing Uncompromised Excellence*
Excellence Network Affiliates will include coverage across the State of Virginia as deemed acceptable by the University’s Athletics Department on an annual basis. The Selected Firm will cause the broadcast of the Chasing Uncompromised Excellence Network Inventory to be distributed to the Chasing Uncompromised Excellence Network Affiliates without any additional charge or fee to the University.

Show Distribution
The Selected Firm will be responsible for making all arrangements and paying for all distribution of the entire Chasing Uncompromised Excellence Program Inventory via satellite or by other delivery method for broadcast by affiliates of the Chasing Uncompromised Excellence Network. Distribution methods will be subject to the approval of the University, which will not be unreasonably withheld.

Show Production and Broadcast Schedule
Athletics Video Services will produce, and the Selected Firm will cause to be broadcast, 31 episodes per athletics season (September - April) of Chasing Uncompromised Excellence. The desired number of programs, clearance schedule, and weekly air dates may be changed and must be approved by the University’s Athletics Department on an annual basis.

Athletics Venue Large Screen Video Displays
It is the goal of the University to maximize sponsorship revenues through pre-produced features and in-game statistics sponsorships appearing on large screen video displays in athletics facilities.

The Selected Firm will have the right to market audio and video messages on the video displays located in Athletics Facilities, as mutually agreed upon by the University and the Selected Firm. The 32’ x 57’ video display for football was
installed prior to the 2009 season and sits above the hill at the north end of Scott Stadium.

For basketball, Hoo Vision will include the four 9’ x 16’ large screen video displays on the center-hung scoreboard and two 9’ x 16’ displays in the main lobby of John Paul Jones Arena.

For baseball, Hoo Vision will include the 19’ x 33.5’ large screen video display at Davenport Field.

For and men’s and women’s lacrosse and men’s and women’s soccer, Hoo Vision will include the 12’ x 22’ large screen video display at Klöckner Stadium.

For field hockey, Hoo Vision will include the 10.5’ x 18’ large screen video display at Turf Field.

Hoo Vision will be operational for all home football games (approximately seven per year), men’s basketball games (approximately 17 per year), women’s basketball games (approximately 17 per year), baseball games (approximately 34 per year), men’s soccer games (approximately 10 per year), women’s soccer games (approximately 10 per year), men’s lacrosse games (approximately 8 per year), women’s lacrosse games (approximately 8 per year), and field hockey games (approximately 10 per year).

All of the video production for Hoo Vision will be completed by the Athletics Video Services unit.

**LED Fascia Displays (Stadium and Arena Ribbon Boards)**

The Selected Firm will have the right to market video messages on the LED fascia displays in Scott Stadium and the John Paul Jones Arena. The LED fascia displays are operated for each home football game in Scott Stadium.
(approximately seven games per year), and for all home men’s and women’s basketball games in John Paul Jones Arena (approximately 17 games each per year).

In Scott Stadium, the LED fascia displays will consist of two LED panels running on the east and west stadium fascia between the 25-yard lines. These displays were installed prior to the 2003 season.

In John Paul Jones Arena, eight LED displays are located above the center-hung video display and circular LED rings are located above those eight LED displays and below the four-sided large screen video displays. Additionally, LED fascia displays encircle the horseshoe of the seating bowl and run along the enclosed end of the arena. There are also LED displays above each of the 12 vomitories in the main seating bowl and a large LED display in the main seating bowl above the entrance vomitory from the main lobby.

All production for LED Fascia Displays will be completed by Athletics Video Services.

**Corporate Sponsorships**
Through the licensed rights granted by the University, the Selected Firm will have the right and exclusive authorization to utilize the University’s Athletics Facilities as outlined below to seek and to negotiate agreements for securing sponsorships and promotions, and will use all reasonable efforts to maximize its Gross Revenue derived from sponsorship and promotion agreements.

**Market-Wide Media and Promotions**
The Selected Firm will have the licensed right to utilize market-wide media and promotional properties to negotiate agreements for securing sponsorships and promotions. Other properties may be utilized at the mutual agreement of the Selected Firm and the University.
These market-wide media and promotional properties may include, but are not limited to: athletics teams schedule posters and pocket schedule cards; game programs; premium item giveaways; recognition in media guides; and recognition on Hoo Vision, VirginiaSports.com and VirginiaSportsTV.com.

**Onsite Media and Promotions**

The Selected Firm will have the licensed right to utilize onsite media and promotional opportunities to seek and to negotiate agreements for securing sponsorships and promotions.

These onsite media and promotional opportunities may include, but are not limited to the properties listed below. Other properties may be utilized at the mutual agreement of the Selected Firm and the University.

<table>
<thead>
<tr>
<th><strong>Public Address Announcements</strong></th>
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<tbody>
<tr>
<td>The Selected Firm may utilize limited public address announcements at any Athletics Event. Announcements may not exceed two sentences in length and are for the purpose of acknowledging support of a sponsor for the University’s Athletics Program. The University will have right of approval of all public address announcements.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Designated Promotional Home Games</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Selected Firm may utilize Athletics Events to provide special recognition for sponsors. Promotional game activities may include merchandise/souvenir giveaways, display of inflatables at the event site, participation in pre-game and in-game activities, and special recognitions mutually agreed upon by the Selected Firm and the University. All giveaways and or promotional items that contain one or more of the University marks must be produced by vendors who are licensed to use University marks.</td>
</tr>
</tbody>
</table>

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<tr>
<th><strong>Special Events</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Selected Firm may utilize special events sponsored by the Athletics Department to provide special recognition or opportunities for sponsors. Examples of such events include, but are not limited to the: Spring Football Game; Meet the Team Days; and Cavalier Football Fan Fest. However, the University will not be obligated by the Agreement to hold any such special events and will not be liable in any way to the Selected Firm if a planned event is cancelled or postponed.</td>
</tr>
</tbody>
</table>
**Football Coaches Headsets**

<table>
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<tr>
<th>Football Coaches Headsets</th>
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</thead>
<tbody>
<tr>
<td>The Selected Firm may sell sponsorship of the football coach’s headsets for all regular season football games with the annual approval of the Athletics Department. The Selected Firm will not guarantee to a sponsor the amount of time or the number of games any coach will wear the headset.</td>
</tr>
</tbody>
</table>

**Tickets, Hospitality and Related Items**

The Selected Firm will have the licensed right to purchase and utilize tickets including, but not limited to, season tickets and parking for athletics events, hospitality and related items to negotiate agreements for securing sponsorships and promotions as set forth in the Agreement. Such inventory will be established annually through mutual agreement between the Selected Firm and the University prior to the presentation and acceptance of sponsorship proposals.

**Other Benefits**

The University will use its reasonable efforts to allow the Selected Firm to utilize and offer to sponsors the use of selected Athletics Facilities for the purpose of sales meetings, promotional activities, etc., based on availability, with reasonable advance written request, subject to the University policy governing the use of Athletics Facilities and with the written approval of the University. All such facility use is subject to any and all University policies and procedures including any catering and equipment usage policies.

**Shoe, Apparel, and Equipment**

The University has exclusive multi-sport licensing agreements with shoe, apparel, and equipment companies. These agreements provide various levels of exposure on team uniforms, licensed products, and various sponsor-like benefits such as tickets, parking passes, and recognition. These University agreements are neither part of this RFP nor should the Selected Firm expect to receive compensation from these agreements.
Soft Drinks Provider
The University’s pouring rights partner is Pepsi. The agreement expires after the 2021-2022 academic year. The Selected Firm should plan to receive $45,000 annually in exchange for schedule card and game program advertisements, logo recognition on commemorative cups, and brand presence on LED displays in all applicable venues. The agreement between the University, Athletics Department and Pepsi will remain between those parties.

Virginia Athletics Foundation Inventory
The Selected Firm should plan to hold the following inventory for use by the Virginia Athletics Foundation annually:

- Full page ad in the football, men’s basketball, and baseball programs
- Branded videoboard feature during each home game in all applicable venues
- One (1) 30-second spot in each episode of Chasing Uncompromised Excellence
- Two (2) 30-second spots in each Virginia Sports Radio Network broadcast; one 30-second spot is to be in-game and the other during the post-game show
- Two (2) minutes of LED ribbon board advertising during each home football, men’s basketball, and women’s basketball game

ACC Multimedia Guidelines
Certain Multimedia Rights are held by the ACC and its television partners. These rights include, but are not limited to:

- Live and Tape Delay Television Broadcasts
- Live and On-Demand website broadcasts (institutions may stream games on its official athletics website not selected by the ACC Television Partners, except for the sports of football and men’s basketball)
- Presenting Sponsorship of the men’s and women’s basketball ACC/Big 10 Challenge games
- In-game highlight packages (live television or streaming)
- Non-exclusive rights to distribute live audio of games selected by ACC Television Partners
- Satellite and National Radio
- 25 percent of LED signage for men’s and women’s basketball, when available. Advertising on LED signage in football and men’s and women’s basketball may not display a competing distributor of sports content or programming.

These guidelines are subject to change annually.

**Signage**

The Selected Firm will have the licensed right and authorization to use signage within Athletics Facilities and will use all reasonable efforts to maximize its Gross Revenue derived through the use of existing signage and through the development of new signage in Athletics Facilities, subject to the University’s prior approval.

**Scoreboards, LED Displays, and Signage**

The Selected Firm will have the licensed right and responsibility to utilize the following:

<table>
<thead>
<tr>
<th><strong>SCOTT STADIUM (FOOTBALL)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Four 10’ x 14.5’ panels located above the large screen video display.</td>
</tr>
<tr>
<td>Six 2’ x 8’ tri-vision panels located adjacent to mini scoreboards on stadium fascia.</td>
</tr>
<tr>
<td>Two 3’ x 50’ 25mm LED displays located on the east and west stadium fascia.</td>
</tr>
<tr>
<td>One 32’ x 57’ 20mm LED large screen video display.</td>
</tr>
<tr>
<td>Two 26’ x 12.5’ 20mm LED displays located above the large screen video display as part of the main scoreboard.</td>
</tr>
<tr>
<td><strong>OTHER SIGNAGE OPPORTUNITIES:</strong></td>
</tr>
<tr>
<td>Concourse Televisions (College Game Time Network)</td>
</tr>
<tr>
<td>Vehicle Displays</td>
</tr>
<tr>
<td>Entry Gate Displays</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>JOHN PAUL JONES ARENA (MEN’S AND WOMEN’S BASKETBALL)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>One 3’ x 40’ LED panel located at the scorer’s table seating location.</td>
</tr>
<tr>
<td>12 - 8' x 10' (16mm) LED displays above each vomitory.</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>One 4' x 40' (16mm) LED display in the seating bowl above the main exit vomitory.</td>
</tr>
<tr>
<td>One 2'6&quot; x 620' (16mm) LED display running completely around the fascia on the Arena’s seating bowl.</td>
</tr>
<tr>
<td>One 3' x 90.7'' (16mm) circular LED display at the top of the center-hung scoreboard structure.</td>
</tr>
<tr>
<td>One 2' x 42.8' (16mm) circular LED display at the bottom of the center-hung scoreboard structure.</td>
</tr>
<tr>
<td>Eight 8' x 10' (16mm) LED panels below the circular LED display on the center-hung scoreboard structure. Four of the eight displays will be dedicated to basketball scoring information during all home men’s and women’s basketball games.</td>
</tr>
<tr>
<td>Four 16' x 9' (10mm) video displays below the eight LED panels on the center-hung scoreboard structure.</td>
</tr>
<tr>
<td>Two 16' x 9' (10mm) video displays in the main lobby.</td>
</tr>
<tr>
<td>One static advertising panel on the TV announce table (courtside)</td>
</tr>
</tbody>
</table>

**OTHER SIGNAGE OPPORTUNITIES:**
- Chairbacks
- Pole Pads
- Suite Level Package
- Vehicle Displays
- Concourse Televisions (College Game Time Network)

**Davenport Field (Baseball)**
- One 19' x 33.5' 20mm LED large screen video display
- Four 11' x 12' static panels on the main scoreboard
- Rotating “Lower Third” sponsor graphics as part of the video display
- Four outfield signs (tied to sponsorship / hospitality of The Clubhouse)

**Klöckner Stadium (Soccer and Lacrosse)**
- Six 2.5’ x 10 tri-vision scoreboard panels on scoreboard at West End of Stadium.
- 12’ x 22’ large screen video display

**Aquatic and Fitness Center (Men’s and Women’s Swimming and Diving)**
- Four 1’ x 4’ backlit panels (Adjacent to scoreboard)

**Turf Field (Field Hockey – Lacrosse)**
- Three 2’ x 6’ panels (All on scoreboard)
- 10.5’x 18’ large screen video display

**Temporary Arena Signs**

The Selected Firm will have the licensed right to display arena signage with sponsors’ names and logos (banners) during designated Athletics Events in designated Athletic venues. Designated Athletics Events include, but are not limited to, Spring Football Game and Meet the Team type events.
Production
The Selected Firm will be responsible for all expenses associated with the design, fabrication, and installation of signage. The content of all signage will be at the Selected Firm’s discretion, subject to University approval. The Selected Firm represents and warrants that all signage will comply with all applicable federal, state, and local laws and regulations pertinent to the displaying of sponsors’ names and products.

Other Events
The Selected Firm acknowledges that Events other than University Athletics Events may be held in Athletics Facilities during which signage may be removed or covered, such as ACC Championships, NCAA Championships, or other events. In the event that signage is removed or covered, it will be at no expense to the Selected Firm.

Publications
The Selected Firm will have the licensed right to produce printed publications as outlined below to seek and to negotiate agreements for securing sponsorships, promotions and advertisers, and will use all reasonable efforts to maximize its Gross Revenue derived from advertising, promotion, and sponsorship agreements.

GameDay Programs
The Selected Firm will have the exclusive licensed right to produce GameDay Programs and the Football and Basketball Fan Guides, as indicated below. The Selected Firm will produce GameDay Programs according to the quantities listed below. The University may agree to produce a lower number of programs than specified below in any sport, depending upon projected attendance, however the University reserves the right to require the production of the listed minimum amounts of programs.
GAME DAY PUBLICATIONS

The Selected Firm may propose either free distribution and/or paid program models and will be responsible for all printing, publishing and distribution of game programs at each home athletics event.

Currently, an 8.5” x 11”, 112-page program is produced for each home football game. The program is sold for $5. Approximately 15,500 programs were printed during the 2014 season and approximately 6,000 programs were sold. There were 16 black and white change pages in each program and the remaining pages were in color.

Currently, a 6” x 9”, 44-page program is produced for each home men’s basketball game. The program is distributed free of charge. Approximately 115,000 programs are printed over the course of the season. The entire program is in color and there are four change pages in each program.

Currently, a 5.5” x 8.5” page program is produced for home baseball games. Approximately 35,000 game programs over the course of the baseball season and six different programs are produced with 12 change pages in each program.

Additionally, the Selected Firm could choose to produce game day roster cards to be inserted into the programs for each game.

All other game/event programs will be determined on an annual basis between the Selected Firm and Virginia Athletics.

SOCcer, AND LACROSSE

Currently, the game programs for these sports are 11” x 17” bi-fold or tri-fold programs with four-color front/back and black/white interiors (that change on a game by game basis). The Selected Firm should plan to produce a minimum of 15,000 programs each season for men’s soccer, a minimum of 15,000 programs each season for women’s soccer, a minimum of 20,000 programs each season for men’s lacrosse, and a minimum of 5,000 programs each season for women’s lacrosse.

WOMEN’S BASKETBALL

Currently, the women’s basketball game program is an 11” x 24.5” tri-fold program with four-color front/back and black/white interiors (that change on a game by game basis). The Selected Firm should plan to produce a minimum of 35,000 programs each season for women’s basketball.

Optional: The Selected Firm may submit proposals to acquire the game programs to other University intercollegiate sports programs. The University reserves the
right to accept the proposal(s) submitted by the Selected Firm, or to reject the proposal(s) and either award the rights to another Firm or not award the rights.

**Fan Guides**
The Selected Firm will have the licensed right to produce to University specifications, and to sell advertising in a football and basketball preseason fan guide. The University’s football and basketball pre-season fan’s guides will be distributed by the University with football (approximately 6,000 accounts) and men’s/women’s basketball (approximately 3,500 accounts) season tickets to all season ticket holders. The fan guide will include information on stadium or arena policies, tailgating policies, parking/traffic information, sports schedules and other information of interest to fans attending games at the University.

**Production**
The Selected Firm will secure an experienced printing company to produce the GameDay Programs and Fan Guides. The printing company must be able to meet the specifications set forth above and must be able to deliver programs to the University at least 24 hours prior to each event for which the programs are produced. The Selected Firm is responsible for all costs of production including shipping and travel expenses.

The Selected Firm is responsible for supplying acceptable color proofs of each color section and cover before going to press. Changes or corrections at the blue line stage will be made promptly and at the sole expense of the University unless such changes are the result of an error by the Selected Firm or its designated representative(s) in the reproduction of change pages.
Promotional Materials

The Selected Firm will be responsible for producing, to the University’s specifications, promotional schedule posters and pocket schedule cards for each season of each of the University’s athletics teams. The Selected Firm will have the right to produce promotional materials in addition to those required by the University and to use those materials to seek and to negotiate agreements for securing sponsorships, promotions, and advertisers.

Production

The Selected Firm will secure an experienced printing company to produce to the University’s specifications promotional schedule posters and schedule cards for each of the University’s athletics teams. The printing company must be able to meet the quantities listed below and delivered by the dates indicated below. If the Selected Firm secures a printing company outside the Charlottesville area, the Selected Firm will pay for all shipping charges involved in producing the programs and any travel expenses pertaining to the production of the programs. The University reserves the right to increase or decrease the quantity of posters and schedule cards specified below in any sport. The University will be responsible for paying any additional expenses that may be incurred as a result of an increase in the quantity of posters and schedule cards unless it is specifically related to a sponsor request.

<p>| PRINTING |
| --- | --- | --- |
| CATEGORY/ITEM | QUANTITY | PRINT DEADLINE |
| A. SPORT POSTERS | | |
| Football | 10,000 | 15-March |
| Men's Basketball | 6,000 | 1-Sept |
| Women's Basketball | 3,000 | 1-Sept |
| Baseball | 2,500 | 15-Jan |
| Softball | 1,000 | 15-Jan |
| M. Soccer | 1,500 | 15-July |
| W. Soccer | 1,500 | 15-July |
| M. Lacrosse | 2,500 | 15-Jan |
| W. Lacrosse | 1,000 | 15-Jan |
| Volleyball | 1,000 | 15-July |</p>
<table>
<thead>
<tr>
<th>PRINTING</th>
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</thead>
<tbody>
<tr>
<td><strong>CATEGORY/ITEM</strong></td>
</tr>
<tr>
<td>Field Hockey</td>
</tr>
<tr>
<td>Cross Country</td>
</tr>
<tr>
<td>Track and Field</td>
</tr>
<tr>
<td>Swimming</td>
</tr>
<tr>
<td>M. Golf</td>
</tr>
<tr>
<td>W. Golf</td>
</tr>
<tr>
<td>M. Tennis</td>
</tr>
<tr>
<td>W. Tennis</td>
</tr>
<tr>
<td>Wrestling</td>
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<tr>
<td>Rowing</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>B. SCHEDULE CARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
</tr>
<tr>
<td>Men's Basketball</td>
</tr>
<tr>
<td>Women's Basketball</td>
</tr>
<tr>
<td>Baseball</td>
</tr>
<tr>
<td>Softball</td>
</tr>
<tr>
<td>M. Soccer</td>
</tr>
<tr>
<td>W. Soccer</td>
</tr>
<tr>
<td>M. Lacrosse</td>
</tr>
<tr>
<td>W. Lacrosse</td>
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<tr>
<td>W. Golf</td>
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<tr>
<td>M. Tennis</td>
</tr>
<tr>
<td>W. Tennis</td>
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<tr>
<td>Wrestling</td>
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<tr>
<td>Rowing</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>C. TICKET BROCHURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
</tr>
<tr>
<td>M. Basketball</td>
</tr>
<tr>
<td>W. Basketball</td>
</tr>
<tr>
<td>Baseball</td>
</tr>
<tr>
<td>Soccer</td>
</tr>
<tr>
<td>Lacrosse</td>
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</tbody>
</table>

**The above delivery dates are subject to change each year as approved by the University.**
The University will provide all photographs, copy and design of promotional posters and schedule cards and will deliver finished artwork to the printer by a mutually agreed upon date in order to meet the delivery deadlines established by the University.

**Internet Rights**

The Selected Firm will have the right to manage the relationship with the host company of VirginiaSports.com and the Virginia Sports App to seek and to negotiate agreements for securing sponsorships and promotions, and will use all reasonable efforts to maximize its Gross Revenue derived from promotion and sponsorship agreements.

The Selected Firm will provide funding for one-half of the annual cost of the Virginia Sports App.

The Selected Firm will provide funding for the annual maintenance and support of VirginiaSportsTV.com should it choose to sell advertising on the site.

The University will be responsible for providing the content found on VirginiaSports.com, VirginiaSportsTV.com and the Virginia Sports App.

**Website Content**

Virginiasports.com will contain, but will not be limited to, the following related to University sports:

- Headline stories and articles
- Banner advertisements
- Calendar of events
- Web page links for each sports
- Audio broadcast of sporting events
- Video broadcast of sporting events
- Video highlights
- Real time statistics
- eCommerce gift shop (revenue from which will not be shared by the Selected Firm).
• eCommerce ticketing solution for sporting events (revenue from which will not be shared by the Selected Firm) and
• Ability to add hyperlinks to sponsors’ websites.

In Venue Wi-Fi
In venue Wi-Fi is excluded from the rights included in this RFP. However, firms may propose a solution that includes the installation of Wi-Fi equipment at Athletics Facilities as an addition to the Cap Ex commitment to enable the firm to sell sponsorships as part of an App.

Development of New Multi-Media Rights
The University recognizes that the development and marketing of various Multi-Media Rights by universities with major athletic programs is both dynamic and evolving and that opportunities may be expected to become available during the term of any Agreement resulting from this RFP that are not now being implemented. Accordingly, the University expects that the Selected Firm may seek other Multi-Media Rights of the University for the purpose of developing those properties, as mutually agreed upon between the University and the Selected Firm.

The Selected Firm must request in writing from the University the authority to utilize any Multi-Media Rights that are not specified in this RFP. The intent of the development of new Multi-Media Rights would be to generate additional revenue applicable to the Agreement, and such revenue will be included in Gross Revenue.

IV. Miscellaneous
A. University Coaches

Availability of Coaches
Subject to the time constraints inherent in their roles as head coaches at the University and other agreements that may have been made for their services, head
coaches may assist the Selected Firm by making commercials for use exclusively on the broadcasts of the Virginia Sports Radio Network or by appearing in images for use exclusively in the GameDay program or Fan Guide. With the approval of the University, head coaches may make personal or written contacts with potential sponsors or make short, personal appearances at one or more sponsor functions during a season.

**Restriction on Use of Coaches**

Any commercial containing a coach may be used only during designated advertising availabilities for that season and may not be used in subsequent seasons without written approval of the University, and the Selected Firm will make these conditions a part of its agreement with sponsors. Should any advertiser desire to use a commercial involving a coach other than in connection with the broadcasting of the aforementioned programs or broadcasts, the University will be entitled to negotiate directly with the advertiser for rights fees, and the Selected Firm will not share in these proceeds.

**Right to Coaches Radio Show Broadcast Site**

The University’s Contract Administrator and head coaches with Coaches Corner radio shows may be approached to conduct the show from a remote location with an audience. If a coach approves to conduct his or her show from a remote site, the Selected Firm will have the right to sell the site and such revenue will count as Gross Revenue.

B. **Office/Equipment Requirements**

For the term of any Agreement resulting from this RFP, the Selected Firm is required to maintain its office at the University, in space provided by the University. Currently, the space furnished by the University consists of seven offices and a radio studio office occupied by the Director of Broadcasting. The University reserves the right to relocate said office should the need arise.
The University will be responsible for providing electricity, gas, steam, water, sewer service, dumpster service for trash and garbage, and air conditioning, where applicable, to the office space. The University will make reasonable efforts to provide continuous provision of utilities and to restore service following any interruption. However, the University will not be liable for any revenue loss or damage to the Selected Firm’s personal property in said office space which may occur as a result of the interruption or failure of any such utility.

The Selected Firm will be responsible for any necessary office equipment, data charges, phone charges, long distance charges, and any additional equipment needed to conduct business. Certain systems such as data and telephone are provided by other University departments and the Selected Firm will be required to utilize these services if so required by the University.

The University will require the Selected Firm to utilize existing radio broadcast equipment and such equipment will be kept in working and usable condition, normal wear and tear excepted. The University expects the Selected Firm to upgrade, repair, and replace equipment as needed and as mutually agreed by the University and the Selected Firm.

C. Availability of Game Tickets and Parking Passes
The University intends to make available to the Selected Firm at face value an appropriate amount of tickets and parking passes to University Athletics Events as mutually agreed upon annually by the University and the Selected Firm to effectively execute the provisions of any Agreement resulting from this RFP and to realize maximum revenue potential. Such inventory will be established each year prior to the presentation and acceptance of sponsorship proposals. The Selected Firm will not be required to pay any associated contributions to the Virginia Athletics Foundation (VAF) that is otherwise required for purchase of the tickets by season ticket holders.
**Optional:** If available, the Selected Firm may lease Suite(s) at Scott Stadium, John Paul Jones Arena, and/or Davenport Field.

D. **Advertising/Sponsorship Restrictions**

The University will have the prior right of approval of all advertisers in all advertisements and sponsorships sold by the Selected Firm.

**Right to Grant Exclusivity**

Subject to the terms of existing agreements as described in Section III, Scope of Goods and Services and subject to University approval, the Selected Firm will have the licensed right to grant sponsors exclusive rights to product and service categories.

**Advertising Restrictions on Tobacco and Alcohol**

University policy prohibits sponsorship agreements with tobacco companies and alcoholic beverage companies and distributors (except for responsible drinking advertisements on the Virginia Sports Radio Network and hospitality functions). The Selected Firm will not base any response to this RFP on being able to sell these sponsorship categories.

**Other Advertising Restrictions**

The Selected Firm will be prohibited from entering into any contract that would result in advertising or exposure in any University Athletics Facility, Athletics Events, or Multi-Media Rights for political candidates or purposes; casinos or sports books; gambling (online or otherwise, but not including the Virginia Lottery); firearms, explosives, or lethal weapons; adult entertainment; NCAA banned substances, athletics recruiting services; NCAA or ACC instituted advertising or sponsorship restrictions/prohibitions; a competing college, university or their affiliates and related programs; advertisements which are offensive or in poor taste in the University’s judgment.
Favored Nations Status – UVA Health System
The UVA Health System is currently the partner with the sponsorship agreement of the highest value. This sponsorship agreement runs through the 2017-18 academic year. The Selected Firm will be expected to provide the UVA Health System with the right to maintain exclusivity in the health care category during the length of the Agreement with the University and provide preferred pricing in its sponsorship agreement.

V. Basis of Selection
A. The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:
   1. The firm's plan to assist the University to meet its goals for a Multi-Media Rights Plan as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services; and Section IV, Miscellaneous.
   2. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;
   3. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
   4. The firm's financial proposal including but not limited to Annual Rights Fee, Percentage of Gross Revenue above the Annual Rights Fee, Unrestricted Grant/Signing Incentive, Capital Expenditure Commitment, discounts, service charges and other charges;
   5. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
   6. The contractual terms which would govern the relationship between the University and the Selected Firm;
   7. 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
8. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

VI. Contents of the Proposal

Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement and Supplier Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

Firms are encouraged to submit proposal(s) for conducting the activities and delivering the services specified within the RFP specifications. All proposals must be submitted strictly in accordance with the requirements of this RFP. A firm’s failure to include any information in its proposal may disqualify that firm from further consideration for award. All responding firms will meet the requirements specified in this section and submit the required information within their proposal. If the firm plans to subcontract any of the items described within the specifications, the firm will specify accordingly and respond to all questions raised regarding each proposed subcontractor. If the firm plans a joint venture with another company, the firm should so state and respond to all questions regarding each company involved in the joint venture.

Proposals will be prepared in a manner that is clear, complete, concise, and responds to the RFP. Unless specific exceptions are made to the RFP specifications within the firm’s proposal, the University will assume that the firm accepts all terms and conditions outlined within the specifications.

A. Firm’s Experience and Qualifications

Executive Management Summary

The firm is to include the following in this section:

1. Name and address of company and date founded
2. Brief history of the firm
3. Brief biographical summary on all principal personnel within the firm
4. List of key personnel in the company who will be assigned to work with
   the University. Indicate each person’s length of service with the firm.
   List their experience and qualifications specifically as those factors relate
   to the responsibilities each will fulfill in working with the University.

5. Financial statement for the firm that details financial data representing the
   last three years of its operations. Financial references from one or more
   banks should be submitted with the proposal for evaluation purposes.

Account References and Past Performance
The firm must include the following information regarding references and past
performance:

1. Respond to the following questions regarding each and every college,
   university, or professional team with which the firm has had a contractual
   relationship at any time during the past five years. Individuals who are
   listed may be contacted by the University as references.
   a. Name of college, university or professional team
   b. Address
   c. Telephone number
   d. Name of athletics director or other pertinent official with his/her
      title
   e. Rights involved in the contractual relationship and the associated
      time periods of each
   f. Indicate any college, university, or professional team that has ever
      given the firm’s company a notice of default in its contractual
      obligations or advised the firm that it failed to makes a rights fee
      payment as required

2. Written references from athletics directors, University presidents and/or
   other high ranking university or team officials with whom the firm has
   done business may be included if relevant. This is an optional submittal at
   the discretion of each firm.
3. **Explanation of the firm’s experience with projects of similar magnitude as those specified within this RFP.** The firm should be brief, but specific, by referencing their experience with each property described within the RFP specifications.

B. **Marketing, Sponsorships, and Implementation Plan**

**Compliance with Requirements and Specifications of the RFP**

The firm must include the following information in their response to the RFP:

1. **Response to the Scope of Goods and Services** (i.e., address how the firm will provide the Goods and Services described in: Section II, Background Discussion and Goals of the University: Section III, Scope of Goods and Services; and Section IV, Miscellaneous).

2. **Explanation of why the firm desires to obtain the rights to the properties listed within the RFP specifications and why, in the firm’s opinion, the interests of the University would be best served by making award to the firm.**

3. **Plan for distribution of the radio/online audio and television broadcast rights described within the RFP.** The firm should explain how its plan would maximize revenue, enhance exposure, create positive public relations, and describe any other benefits to be derived by the University and the Athletics Department.

4. **Description of technical capability, facilities and other resources of the firm as they relate to the properties and rights extended by the University through this RFP.**

5. **Explanation of plans for utilizing specific talent for radio and television game broadcasts, coaches’ television shows and other radio and television properties outlined within the RFP specifications.**

6. **Comments on the firm’s understanding of the need to make University coaches’ participation with their company in exercising the rights within the RFP as effortless and minimally time consuming as possible.** If a firm
feels that it is particularly well suited to accommodate this need, the reasons for this should be indicated within the proposal.

**Marketing and Activation Plan**
The firm must provide a plan for maximizing the advertising, promotion and sponsorship revenues of the University’s Athletics Department through the negotiation of sponsor agreements and sale of corporate sponsorships and signage in athletics arenas.

**General Manager and Organization**
The firm must include a proposed organizational chart for managing and executing the University’s Multi-Media Rights as described in this RFP. All responsibilities of individuals should be listed and, where available, names and resumes of individuals should be included.

The University recognizes the significance of the role of the General Manager and the importance of the position and productive relationship between Athletics Department personnel and the General Manager and staff of the firm. The University will have right of approval for the General Manager and any staff employed by the firm in order to carry out the terms of the Agreement.

**Timeline**
The firm must include a proposed timeline and comprehensive implementation plan for executing the Multi-Media Rights described in this RFP.

**C. Financials**
The firm will indicate an Annual Rights Fee for each year of any Agreement resulting from this RFP (encompassing the University’s 2016-17 through 2025-26 athletics seasons), and will also agree to pay to the University the Percentage of Gross Revenue above the Annual Rights Fee. The minimum Annual Rights Fee
will be no less than $5.5 million for the initial year of the Term of the Agreement and will be increased by a minimum of 5% for each additional year.

The firm may also suggest an alternative revenue-sharing model if the firm believes it will be financially beneficial to the University. The Unrestricted Grant/Signing Incentive and Capital Expenditure commitment should be no less than $5 million and $5.5 million, respectively.

Any operational expenses incurred by the Property will be at the expense of the Selected Firm and be borne by the Selected Firm’s share of gross revenue.

Additional Financial Incentives

Each firm is to indicate in its written proposal the amount of a Unrestricted Grant/Signing Incentive to be no less than $5 million with half of the payment due upon execution of the contract and the remaining amount due July 1, 2016.

Each firm is to indicate in its written proposal its capital expenditure commitment during the term of the Agreement to be no less than $5.5 million.

The lease of a luxury suite(s) at Scott Stadium, John Paul Jones Arena, and / or Davenport Field would be separate from the rights fee payment and ticket purchases that are part of annual operating expenses.

D. Optional Renewal Term

Each firm may propose additional option years not to exceed 10 years to be included in any Agreement resulting from this RFP (encompassing the University’s 2026-27 through 2035-36 athletics seasons). The Selected Firm and the University would agree to the minimum requirements for the option years and both parties must agree to exercise the option years.
The University expects an Unrestricted Grant/Signing Incentive of no less than $6 million and an additional Capital expenditure commitment of no less than $5 million to be included in the proposal for an optional renewal term.

E. 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.
4. Provide a written statement with the firm’s proposal that its principals or legal counsel have reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.
5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

F. 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.

G. 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 2014 SWAM plan spend goal for firms certified by the
Commonwealth of Virginia’s Department of Small Business & Supplier Diversity (SBSD) is 45%. Targets for each business segment are as follows:

<table>
<thead>
<tr>
<th>Segment</th>
<th>Target</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>32%</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 10, Office of the VP for Management and Budget’s Request for Commitment letter.

H. Other Information

Provide any other information which the University should consider in evaluating the firm’s proposal.

VII. 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: 02/09/15
- Preproposal Conference: 02/25/15
- Deadline for Receipt of Proposals: 03/09/15
- Oral Presentations: 03/23/15 – 03/24/15
- Negotiations: 03/30/15 – 03/31/15
- Contract Award: 06/22/15

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

*NOTE: If RFP proposal is sent U. S. Postal Service use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

Attention: Steve Heldreth, Major Procurements Manager
Telephone: (434) 924-4217
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: heldreth@virginia.edu

Any questions concerning this RFP will be directed to Steve Heldreth 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. Pre-Proposal Conference

A conference for firms receiving this RFP will be held on Wednesday,
February 25, 2015 at 10:00 a.m. EST in the Athletics Department’s McCue Center Third Floor 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 three representatives present at the conference.

Firms planning to attend the Pre-Proposal Conference should notify ToShun Campbell either by email (tc8yk@virginia.edu) or telephone (434-924-1346), no later than 12:00 p.m. EST on Monday, February 23, 2015 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/placetostay/

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m., Monday, March 9, 2015. 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 electronic original proposal must be submitted on a thumb drive or CD-ROM. In addition to the original proposal, firms must provide three hard copies of the original proposal in individual, bound volumes. Each hard copy of the proposal must be accompanied by an electronic copy of the proposal on a thumb drive or CD-ROM. All electronic proposal documents, whether originals or copies, should be formatted as Microsoft Word documents.

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. Oral presentations are tentatively scheduled for Monday, March 23, 2015 and Tuesday, March 24, 2015. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are scheduled for Monday, March 30, 2015 and Tuesday, March 31, 2015.

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 after contract award.*

**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.*
Attachment 1
Mandatory Contractual Provisions

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. Information Technology Access

All electronic and information technology procured through this RFP must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at http://www.section508.gov. Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems
(including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://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](http://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.

If applicable to the Goods and Services described in this Agreement, the Selected Firm must possess and maintain such an appropriate license. 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.
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 term of this Agreement will commence upon execution and will cover all of the University’s Athletics teams’ seasons for these academic years:

2016-2017
2017-2018
2018-2019
2019-2020
2020-2021
2021-2022
2022-2023
2023-2024
2024-2025
2025-2026

The Agreement contains an option for renewal by the University, if agreeable to the Selected Firm on the same terms and conditions, for up to 10 additional years covering all of the University’s Athletics teams’ seasons:

2026-2027
2027-2028
2028-2029
2029-2030
2030-2031
The Selected Firm and the University will mutually agree at least 180 days prior to the renewal option 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 their limit of liability to the University. Each Firm will maintain insurance which meets or exceeds the requirements of the University. No Agreement will be executed by the University until the Firm satisfied 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.

Comprehensive Commercial General Liability:

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

\[
\begin{align*}
&\text{[X]} \text{ Premises/Operations} \quad \text{[X]} \text{ Products/Completed Operations} \\
&\text{[X]} \text{ Contractual} \quad \text{[X]} \text{ Independent Contractors} \\
&\text{[X]} \text{ Personal Injury} \quad \text{[X]} \text{ Additional Insured’}
\end{align*}
\]

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence with the following coverages for vehicles operated by their employees:

\[
\begin{align*}
&\text{[X]} \text{ Any Automobile} \quad \text{[X]} \text{ Owned and Non-Owned Automobiles}
\end{align*}
\]

Errors and Omissions:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for professional errors and omissions of $2,000,000 per claim.
Workers Compensation and Employers Liability:
The Selected Firm and any Subcontractor will maintain workers compensation insurance in accordance with the Workers Compensation Act of Virginia, and will also maintain Employers Liability coverage with a minimum limit of $100,000.

*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.

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](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
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 the Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Data and intellectual property protection are addressed in Attachment 9, Data and Intellectual Property Protection.

R. General Manager
The Selected Firm agrees to provide a named individual (“General Manager”) to implement, perform, and manage the provision of all Goods and Services. The General
Manager will be the University’s primary contact, although the General Manager will be assisted by other members of the Selected Firm’s staff and any Subcontractor(s) in completing key activities. The University will have ready access to the Selected Firm’s upper management.

In the event that the General Manager or any other individual responsible for the University’s account, is no longer employed by the Selected Firm or the Subcontractor(s), is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the University’s Contract Administrator, the Selected Firm or the Subcontractor(s) will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel the Agreement. If a proposed replacement is accepted by the University, the replacement will provide the Services at rates no higher than the rates of the original individual and in accordance with all terms and conditions specified in this Agreement.

S. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party’s records; or
2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
4. It is disclosed to a third party by the disclosing party with an obligation of confidentiality; or
5. It is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
6. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts, or notes made by it which contain any portions of the information unless otherwise provided for by the parties.

T. Sponsorship Agreements

The Selected Firm and the University agree that, as a part of the Goods and Services, it will be necessary for the Selected Firm to negotiate and enter into agreements with third parties regarding broadcasting rights with respect to University Athletics for media including television, radio, print, signage, internet, and other sponsorship (“Broadcasting/Sponsorship Agreements”). The University hereby grants the Selected Firm the authority to enter into Broadcasting/Sponsorship Agreements on behalf of the Multi-Media Rights Property described in this RFP; provided, however that the Selected Firm shall not enter into any such Broadcasting/Sponsorship Agreement until such Broadcasting/Sponsorship Agreement, in its final form, has been approved in writing by the University’s Contract Administrator, and any Broadcasting/Sponsorship Agreement entered into by the Selected Firm without such written approval shall be voidable at the sole option of the University. In the event that,
pursuant to the foregoing sentence, the Selected Firm enters into any such Broadcasting/Sponsorship Agreement, the Selected Firm and the University will perform all respective acts and provide all facilities, services or the like, the performance or provision of which is reasonably required to fulfill the obligations of the Selected Firm under such Broadcasting/Sponsorship Agreement.

Revenues from the Multi-Media Rights Property described in this RFP will be the source of satisfaction for any claims relating to Broadcasting/Sponsorship Agreements (and of payment of legal expenses in defending such claims) except as set forth below. The Selected Firm agrees that it will be responsible for the acts or omissions of its agents and employees that: are directly related to Broadcasting/Sponsorship Agreements; are not conducted in good faith; and cause harm to third parties. To the extent permitted under the laws of the Commonwealth of Virginia, the University will be responsible for the acts or omissions of its agents and employees that: are directly related to Broadcasting/Sponsorship Agreements; are not conducted in good faith; and cause harm to third parties. Nothing herein shall be construed as a waiver of the sovereign immunity of the Commonwealth.
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:
   Director of Procurement and Supplier Diversity Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia 22904-4202

   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.
Certain terms as used in this RFP are defined as follows:

ACC means the Atlantic Coast Conference, of which the University is a member.

Agreement means the exclusive licensed Multi-Media Rights agreement between the University and the Selected Firm which is executed as a result of this RFP and which may be amended from time to time.

Annual Rights Fee means the non-commissionable cash royalty payment by the Selected Firm to the University which is guaranteed for each year of the Agreement, commencing July 1, 2016.

Athletics Department means the department of the University which manages and operates the University’s intercollegiate athletics program which participates in ACC and NCAA sanctioned events and, in association therewith, manages and operates Athletics Facilities and all related functions and activities.

Athletics Events means all intercollegiate athletics activities held in Athletics Facilities.

Athletics Facilities means any building or structure on the University grounds in which Home Games are played or other Athletics Events are conducted by the Athletics Department.

Chasing Uncompromised Excellence means broadcast television shows featuring the University athletics produced by the UVa Athletics Video Services unit.

Chasing Uncompromised Excellence Affiliates means those television stations which have been cleared as affiliates for broadcasting of the television program, Chasing Uncompromised Excellence.
**Chasing Uncompromised Excellence Program Inventory** means that inventory listed in Section III, Current Inventory.

**Coaches Corner Radio Shows** means weekly 54-minute radio shows featuring the head coaches of football, men’s basketball, and others (optional).

**Flagship Station** means that radio station which the University has exclusive radio broadcast rights to in the Charlottesville areas (currently WINA AM/W3WV FM in Charlottesville through June 30, 2016).

**GameDay Programs** means those printed programs produced for football, men’s basketball, and baseball at Athletics Events on game days.

**Gross Revenue** means all income and revenues of any nature or kind collected by or on behalf of the Selected Firm which is paid to or for the benefit of the Selected Firm or is credited to any account of the Selected Firm during the Term arising pursuant to any Multi-Media Rights granted by the University under the Agreement, less only applicable sales taxes if any. Annual Gross Revenue does NOT include a deduct for the Selected Firm’s sales force commission or any salary or personnel costs, cost of tickets, printing of game programs or anything else other than outside Agency Sales Commission.

**Home Games** means any scheduled intercollegiate athletic contest played at any one of the Athletics Facilities in which the University athletic team is one of the participants, not including ACC or NCAA championship or other pre-season or postseason events.

**Hoo Vision** means all in-venue video production and displays.
**Live Radio / Online Audio Game Broadcasts** means those rights to produce and commercially disseminate all live football, men’s basketball, women’s basketball, and other selected athletics events, including pre and post-game shows, for all regular season games and when NCAA, ACC or other applicable rules allow, all post-season and tournament games.

**Local Commercial Inventory** means the commercial time available to the Virginia Sports Network Radio and Television Network Affiliates for their sale or other use.

**Marketing and Promotions** means that division of the Athletics Department which is responsible for promotions, in-game activities, corporate sponsorships, and signage opportunities for the University Athletics Program.

**Multi-Media Rights** means those licensed rights to use University trademarks and other indicia in connection with the production and broadcast of radio and television programming, corporate sponsorships, signage, Internet presence, GameDay Programs, and related publications, promotions, events, activities, and broadcasts pertaining to the Athletics Department.

**NCAA** means the National Collegiate Athletic Association, of which the University is a member.

**Percentage of Gross Revenue** means that percentage of Gross Revenue due to the University computed on the amount of Gross Revenue over and above the Annual Rights Fee during each year of the Agreement. Any expenses incurred by the Property will be at the expense of the Selected Firm.

**University** means the University of Virginia, which is the University under the supervision and management of the Rector and Board of Visitors of the University of Virginia.

**University Athletics** means the University’s intercollegiate athletics program.
**University Athletics Program** means 25 sports (twelve men’s teams and thirteen women’s teams) fielded by University Athletics.

**University Athletics Video Services** means the video production division of the Athletics Department which is responsible for all video production, including all video-related sponsorship fulfillments, for the Multi-Media Rights provider.

**Virginia Athletics Foundation** means the private fund raising organization that supports the Athletics Department.

**Virginia Sports Properties** means the advertising rights holder of certain Multi-Media Rights under contract terminating following the 2015-16 athletics season.

**Virginia Sports Radio Network Affiliates** means those radio broadcast stations that have been cleared as affiliates for broadcasting of Virginia Sports Radio Network Program Inventory.

**VirginiaSports.com** means the Athletics Department’s official online site.

**VirginiaSportsTV.com** means the video component of the University Athletics website [www.virginiasports.com](http://www.virginiasports.com).
**Chasing Uncompromised Excellence Commercial Format**

**All inventory is owned on Comcast SportsNet**

<table>
<thead>
<tr>
<th>Description</th>
<th>Seg. Time</th>
<th>Run Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Segment #1</td>
<td>2:45</td>
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<tr>
<td>Show Open (:15)</td>
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<tr>
<td>Opening Billboards (:45)</td>
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<tr>
<td>Show Summary Tease (1:45)</td>
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<tr>
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<td>Network #1 (1:00)</td>
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<td>Segment #2</td>
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<td>Feature #3</td>
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## Attachment 6
### Radio Affiliates

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<th>CONTRACT TERM</th>
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<td>98.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>WFIR – 960 / 107.3</td>
<td>ROANOKE</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>WTON – 94.3</td>
<td>STAUNTON</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>WRAR - 105.5</td>
<td>TAPPAHANOCK</td>
<td>YES</td>
<td>NO</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>WSPZ - 570</td>
<td>DC/ARLINGTON/LEXANDRIA</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>WXVA - 610</td>
<td>WINCHESTER</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 7

Cavalier Call-In Radio Show Commercial Log

The Virginia Farm Bureau Insurance Coach’s Corner
With Coach Tony Bennett - 2014


Air Date: ______________

<table>
<thead>
<tr>
<th>TIME</th>
<th>EXACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:06 PM</td>
<td>OPENING BILLBOARDS (VA Farm Bureau, nTelos, UVA Health System, Buffalo Wild Wings)</td>
</tr>
<tr>
<td>7:07 PM</td>
<td>Segment 1:</td>
</tr>
<tr>
<td></td>
<td>1. Dave does open (Buffalo Wild Wings Read) and welcomes Mike</td>
</tr>
<tr>
<td></td>
<td>2. Mention of taking e-mail</td>
</tr>
<tr>
<td></td>
<td>3. Coach’s Opening Comments</td>
</tr>
<tr>
<td></td>
<td>4. Recap of Game</td>
</tr>
<tr>
<td></td>
<td>5. Ask Dave E-mails</td>
</tr>
<tr>
<td></td>
<td>6. Read weekly trivia question</td>
</tr>
<tr>
<td></td>
<td>7. Live Reads</td>
</tr>
<tr>
<td>7:19 PM</td>
<td>Commercial Break 1:</td>
</tr>
<tr>
<td></td>
<td>:90 Network nTelos/ Tire Pros/ Farm Bureau</td>
</tr>
<tr>
<td></td>
<td>:10 Network ID Ask Dave Emails</td>
</tr>
<tr>
<td>7:22 PM</td>
<td>Segment 2:</td>
</tr>
<tr>
<td></td>
<td>1. Ask Dave E-mails, Dave hits Trivia question again (e-mail)</td>
</tr>
<tr>
<td></td>
<td>2. Twitter questions</td>
</tr>
<tr>
<td></td>
<td>3. Audience questions</td>
</tr>
<tr>
<td></td>
<td>4. Young audience member question, pre-selected from group on-site</td>
</tr>
<tr>
<td></td>
<td>5. Dave prepared to fill with Mike</td>
</tr>
<tr>
<td></td>
<td>6. Live Reads</td>
</tr>
<tr>
<td></td>
<td>7. Go to break by plugging student-athlete guest</td>
</tr>
<tr>
<td>7:30 PM</td>
<td>Commercial Break 2:</td>
</tr>
<tr>
<td></td>
<td>:90 Network VA Lottery/ VA Eagle/ Farm Bureau</td>
</tr>
<tr>
<td></td>
<td>:10 Network ID Farm Bureau</td>
</tr>
<tr>
<td>7:33 PM</td>
<td>Segment 3:</td>
</tr>
<tr>
<td></td>
<td>1. Introduction of student-athlete guest by Coach, possible highlight coming back</td>
</tr>
<tr>
<td></td>
<td>2. Ask Dave E-mail questions</td>
</tr>
<tr>
<td></td>
<td>3. Live Reads</td>
</tr>
<tr>
<td>7:41 PM</td>
<td>Commercial Break 3:</td>
</tr>
<tr>
<td></td>
<td>:90 Network James Limousine/ Bank of America/ BW3</td>
</tr>
<tr>
<td></td>
<td>:10 Network ID nTelos</td>
</tr>
<tr>
<td></td>
<td>:90 Local</td>
</tr>
</tbody>
</table>
TV4 PM  Segment 4:
1. Survey Questions with Dave and Student Athlete
2. nTelos Scouting Report
3. Former Player/Where are they now (pre-recorded or live)
4. Around the ACC/Top 25/State
5. Live Reads
**********************************************************************

7:50 PM  Commercial Break 4:
:90  Network  Virginia Eagle/ Sirius XM/ VA Lottery
:10  Network ID  Buffalo Wild Wings
:90  Local  
:10  Local ID  
**********************************************************************

7:53 PM  Segment 5:
1. Preview of upcoming game, Scouting Report
2. Closing Comments
3. Trivia Winner by Buffalo Wild Wings (e-mail)
4. Live Read

7:59:20 PM  CLOSING BILLBOARDS  (VA Farm Bureau, nTelos, UVA Health System, Buffalo Wild Wings)

7:59:30 PM  Sign-off

I certify that radio station __________________ in __________________ (city) broadcast all network commercials as specified in the above program for the following dates:

December 1, 2014  December 8, 2014  December 15, 2014
By: __________________  Title: __________________
State: _________________  County: _________________

Subscribed and sworn to me before this _____ day of _________________, 2014.
Notary Signature: __________________

Return this affidavit/format at the end of the broadcast month to:
Virginia Sports Properties, Attn: Kate McGowan
P.O. Box 400857, Charlottesville, Virginia 22904-4857

Attachment 8
Existing Property Three-Year Financial History

<table>
<thead>
<tr>
<th></th>
<th>FY 2012-13</th>
<th>FY 2013-14</th>
<th>FY 2014-15 (projected)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$5,466,000</td>
<td>$5,700,000</td>
<td>$6,050,000</td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PRODUCTION</strong></td>
<td>$559,294</td>
<td>$615,937</td>
<td>$581,856</td>
</tr>
<tr>
<td><strong>SIGNAGE</strong></td>
<td>$14,920</td>
<td>$14,000</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>HOSPITALITY</strong></td>
<td>$352,920</td>
<td>$360,350</td>
<td>$346,800</td>
</tr>
<tr>
<td><strong>TICKETS</strong></td>
<td>$248,261</td>
<td>$293,399</td>
<td>$280,000</td>
</tr>
<tr>
<td><strong>SALES COMMISSIONS</strong></td>
<td>$61,000</td>
<td>$83,500</td>
<td>$130,000</td>
</tr>
<tr>
<td><strong>SALARIES / BENEFITS</strong></td>
<td>$577,123</td>
<td>$619,445</td>
<td>$691,690</td>
</tr>
<tr>
<td><strong>SALES</strong></td>
<td>$33,480</td>
<td>$30,500</td>
<td>$23,500</td>
</tr>
<tr>
<td><strong>MARKETING</strong></td>
<td>$41,125</td>
<td>$35,000</td>
<td>$30,000</td>
</tr>
<tr>
<td><strong>G&amp;A</strong></td>
<td>$16,518</td>
<td>$16,929</td>
<td>$136,000</td>
</tr>
<tr>
<td><strong>RIGHTS FEE</strong></td>
<td>$2,985,131</td>
<td>$3,074,685</td>
<td>$3,166,925</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$4,889,772</td>
<td>$5,054,191</td>
<td>$5,401,771</td>
</tr>
<tr>
<td><strong>NET CASH FLOW</strong></td>
<td>$576,228</td>
<td>$645,809</td>
<td>$648,229</td>
</tr>
</tbody>
</table>
1. Definitions
   a. "Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
   b. “End User” means the individuals authorized by the University to access and use the Services provided by the Selected Firm under this Agreement.
   c. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; Personally Identifiable Information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
   d. “Securely Destroy” means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards
and Technology ("NIST") SP 800-88 guidelines relevant to data categorized as high security.

e. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.

f. “Services” means any goods or services acquired by the University from the Selected Firm.

g. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data will remain the exclusive property of the University, and the Selected Firm has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Agreement.

3. Intellectual Property Rights/Disclosure

a. 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.

b. 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 this Agreement 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 agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from this Agreement, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights.

c. 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.

4. Data Privacy

a. The Selected Firm will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by the Agreement or as otherwise required by law. University Data will not be stored outside the United States without prior written consent from the University.

b. The Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill the Selected Firm’s obligations under this Agreement. The Selected Firm will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.

c. If the Selected Firm will have access to the University’s Education records as defined under the Family Educational Rights and Privacy Act (“FERPA”), the Selected Firm acknowledges that for the purposes of under this Agreement it will be designated as a “school official” with
“legitimate educational interests” in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm agrees to abide by the limitations and requirements imposed on school officials. The Selected Firm will use the Education records only for the purpose of fulfilling its duties under this Agreement for University’s and its End User’s benefit, and will not share such data with or disclose it to any third party except as provided for in that Agreement, required by law, or authorized in writing by the University

5. Data Security
   a. The Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Selected Firm’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
   b. The Selected Firm will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

6. Employee Background Checks and Qualifications
   a. The Selected Firm will ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement including but not limited to all terms relating to data and intellectual property protection.
   b. If the Selected Firm must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which
has been identified to the Selected Firm as having the potential to affect the accuracy of the University’s financial statements, the Selected Firm will perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List ("OFAC") check; Bureau of Industry and Security List ("BIS") check; and Office of Defense Trade Controls Debarred Persons List ("DDTC").

7. Data Authenticity and Integrity
The Selected Firm will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible for ensuring that University Data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach
a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Selected Firm will notify the University, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, the Selected Firm will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

b. Liability. In addition to any other remedies available to the University under law or equity, the Selected Firm will reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to
providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

9. Response to Legal Orders, Demands or Requests for Data
a. Except as otherwise expressly prohibited by law, the Selected Firm will:
   - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Selected Firm seeking University Data;
   - consult with the University regarding its response;
   - cooperate with the University’s reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
   - upon the University’s request, provide the University with a copy of its response.

b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by the Selected Firm, the University will promptly provide a copy to the Selected Firm. The Selected Firm will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University’s reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration
a. Upon termination or expiration of under this Agreement, the Selected Firm will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University will occur
within a reasonable period of time, and without significant interruption in service. The Selected Firm will ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, the Selected Firm agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm might have transferred University data. The Selected Firm agrees to provide documentation of data destruction to the University.

b. The Selected Firm will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Selected Firm’s facilities to remove and destroy University-owned assets and data. The Selected Firm will implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

The Selected Firm’s obligations under this section will survive termination of this Agreement until all University Data has been returned or Securely Destroyed.

11. Audits

a. The University reserves the right in its sole discretion to perform audits of the Selected Firm at the University’s expense to ensure compliance with the terms of this Agreement. The Selected Firm will reasonably cooperate in the performance of such audits. This provision applies to all
agreements under which the Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.

b. If the Selected Firm must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect the accuracy of the University’s financial statements, the Selected Firm will at its expense conduct or have conducted at least annually a

- American Institute of CPAs Service Organization Controls ("SOC") Type II audit or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm’s security policies, procedures and controls;
- vulnerability scan, performed by a scanner approved by the University, of the Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
- formal penetration test, performed by a process and qualified personnel approved by the University, of the Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

Additionally, the Selected Firm will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at University expense, the Selected Firm to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Institutional Branding

Each party will have the right to use the other party’s Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party’s Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.
13. Compliance
   a. The Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University’s facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to the Selected Firm upon request.

   b. The Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or the Selected Firm, including but not limited to: FERPA, Health Insurance Portability and Accountability Act ("HIPAA") and Health Information Technology for Economic and Clinical Health Act ("HITECH"), Gramm-Leach-Bliley Financial Modernization Act ("GLB"), Payment Card Industry Data Security Standards ("PCI-DSS"), Americans with Disabilities Act ("ADA"), and Federal Export Administration Regulations.

14. No End User Agreements

   This Agreement will be the entire agreement between the University (including University employees and other End Users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements will be null, void and without effect, and the terms of this Agreement will apply.
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