Chairback Stadium Seating Services

September 27, 2013
I. GENERAL INFORMATION

Request for Proposal (“RFP”) Name: Chairback Stadium Seating Services

RFP Number: #KC092713

Issue Date: September 27, 2013

Brief Description: The University of Virginia (the “University”) seeks a firm(s) to provide Chairback Stadium Seating Services (the “Services”) in order to improve the comfort levels for those attending University home athletic games at Scott Stadium.

History: The University’s football team plays its home games at Scott Stadium and hosts seven or eight home games a year. Scott Stadium has a capacity of 61,500. During the 2012 football season, the average attendance was 39,749 (not including students), with 29,656 season tickets sold. 2,258 full-season chairbacks were sold, for a total amount of nearly $74,000, and an additional 11,111 single game chairbacks at $5.00 each, for an additional estimated $11,000 in revenue, over the course of seven games. For the current 2013 season, due to an eighth game, we raised Chairback pricing for the season as follows; early-bird 2012 season pricing $35.00, normal season pricing $40.00, and game day pricing of $5.00. As of late September 2013, we are tracking just under 8% higher in per seat sales, and over 15% higher in dollar sales.

Pre-Proposal Conference / Questions: An optional Pre-proposal Conference will be held on Wednesday, October 9, 2013 at 9:00 a.m. EDT. This meeting will take place in the Recruiting Room on the 2nd Floor at the South entrance of Scott Stadium/Bryant Hall in Charlottesville, Virginia (map may be viewed at this web site: http://www.virginia.edu/Map/). The purpose of the Pre-proposal Conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. While attendance at this conference will not be a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are strongly encouraged to attend. Bring a copy of the solicitation with you.

Firms planning to attend the Pre-proposal Conference should notify Rebecca Sims by email (pur-rfp@virginia.edu) no later than 9:00 a.m. EDT on Monday, October 7, 2013 of the names, titles, and phone numbers of the individuals who will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance: http://www.virginia.edu/placestostay/

Proposal Due Date: Proposals are due by 9:00 a.m. EDT, Friday, October 18, 2013. Proposals must be submitted via electronic mail (e-mail) to kc5yc@virginia.edu. Proposal documents should be formatted in Microsoft Word or Adobe PDF.

Trade secrets, confidential, and / or proprietary information submitted within a proposal, for which the firm seeks protection from public disclosure, must follow the detailed instructions for handling such within: Section IV., Virginia Freedom of Information Act

Negotiations: University finalist will be notified the week of October 21, 2013. Negotiations will take place on Grounds at the University on Wednesday, October 30th, 2013 (dates are subject to adjustment by the University).

Expected Award Date: January 3, 2014
Term of Agreement: The expected term of any resulting Agreement or Purchase Order will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm(s).

Communication: During the RFP process, all communications in regards to this RFP must be directed to: Kevin Crabtree, Senior Buyer, (email) Kc5yc@virginia.edu, or by calling (434) 924-4219. Small, Woman, and Minority (“SWaM”) related questions and subcontracting opportunities should be directed to: Les Haughton, Director of Supplier Diversity, (email) SWAM@virginia.edu, or by calling (434) 924-7174.

This 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 above. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

II. SCOPE OF SERVICES

The University and its Department of Athletics seeks a qualified firm to provide the lease and rental of Chairback Stadium seats to fans attending University home football games in Scott Stadium at Carl Smith Center (“Stadium”).

The Selected Firm(s) will provide Services that may include but are not limited to the following:

A. Provide Chairback Stadium Seating Services:
   1. Provide at no charge or cost to the University, Chairback Stadium seats that are designed to attach to the University’s Stadium bleachers that will provide support and padded seating for fans attending University home supporting events.
      a. Provide a detailed description of the type(s) of seating the Firm will provide, including material of cushions, thickness of cushions, material of frame, description of seat back. Include photographs and detailed spec sheet.
   2. Chairback seating design must be approved by the University’s Athletics’ Department.
   3. Provide procedural and administrational services, including but not limited to:
      a. Installation, operation, and maintenance of seats rented before each season and before each home game.
      b. Collection of lease and rental fees (both seasonally and each University home sporting event). Ideally the Selected Firm(s) would have an online ordering and payment option.
c. Provide game day rental carts at each gate prior to gates opening that will be used for; the distribution of stadium seats on a per game basis, and the collection and retention of such seats after use on the day of the game.
d. Replacement of stadium seats that become inoperable or damaged (i.e. sun bleaching, tears, etc.).
e. Selected Firm(s) game day staffing should be identifiable and provide excellent customer service to the fans and the University.
f. Provide single point of contact to the University who will manage and oversee the entire game day operation and who will be present on game days.
g. Provide installation procedures, including but not limited to use of subcontractors.
h. Coordinate with the University’s Ticket Office on managing Chairback stadium seat locations for season ticket holders.

4. Provide a marketing plan, including proposed requirements of the University.
5. Provide a detailed statement describing the Firm’s plan to deal with lost, stolen or damaged Chairback seat rentals.

B. Financial Services:
1. Accept the following payment methods: all major credit cards, cash, and check.
2. Provide a rebate proposal, payable to the University on a quarterly basis, based upon the total amount of business generated.

C. Reporting Services will include:
1. Game-day sales information to the University’s Athletic Department within three business days of home football games.
2. Year-end sales within seven business days of the last home football game.
3. Summary of customer complaints with proposed corrective actions.
4. Breakdown of sales; season long lease versus game day purchase.

D. University Considerations
The University will provide the following:
1. Assist the Selected Firm(s) with marketing and promoting of the Chairback Stadium seats through the inclusion of promotional materials in communications sent to season ticket holders (Chairback promotional material must be approved by the University). Promotional material could include; directions of enrollment in the program, descriptive information regarding the program, and necessary application and sign-up forms.
2. Provide storage in concourse for stadium seats between home games.
3. Provide Selected Firm(s) access to facilities in advance of games for installation of stadium seats.
4. Provide Selected Firm(s) appropriate space for the selling and marketing of stadium seats on game days.
5. Works with Selected Firm(s) on proposed season pricing, the University will approve season lease rates and game day rental rates.
III. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

A. The firm's plan to provide the University with the Services described in the Scope of Services section;
B. The firm’s experience in providing the Services similar to those described in this RFP, to include the firm’s references from clients;
C. The firm’s financial proposal; and
D. The firm’s Small, Woman-owned and Minority-owned (SWAM) business status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter in Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.
Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

IV. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

A. Firms will provide the following information:

1. A brief history of the firm and its experience, qualifications, and success in providing the type of product requested.
2. Each firm will indicate in its proposal the firm’s ability to achieve/comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
3. Confirmation that the Selected Firm(s) would be prepared to begin providing marketing services in Spring 2014 and Stadium Chairback Services in August 2014.
4. The firm’s financial proposal, including; suggested Chairback Stadium pricing and the proposed University rebate. Also provide a hypothetical scenario to illustrate the Firm’s revenue sharing plan.
5. At least three references where similar Services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the best contact person with their telephone number and email address.
6. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.
7. Provide a list of institutions of higher education with which the firm has signed a term contract.
8. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at https://vascupp.org
9. Complete and return the information requested in Attachment 2, Firm Information.
10. Provide samples of marketing material.

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

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

V. TERMS AND CONDITIONS
This solicitation and any subsequent award is subject to:

A. The Selected Firm registering as a vendor with the University of Virginia.
   https://www.procurement.virginia.edu/pagevendorregistrationform

B. Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

C. The Selected Firm registering and accepting eVA Terms and Conditions prior to award.
   http://www.eva.virginia.gov/

D. The University’s Mandatory Contractual Provisions:

E. The University’s Preferred Contractual Provisions:
Note: Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

F. The University's Procedure for Resolution of Contractual Claims

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

Commercial General Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $2,000,000 aggregate to include Products/Completed Operations with coverage for the following:

- [X] Premises/Operations
- [X] Products/Completed Operations
- [X] Contractual
- [X] Independent Contractors
- [X] Personal Injury
- [X] Additional Insured*

Automobile Insurance:
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 the following coverages for vehicles operated by their employees.

- [X] Any Automobile
- [X] Owned and Non-Owned Automobiles

*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."

H. PCI DSS Compliance
Selected Firm(s) may accept credit card payments from the University for the Services described in this Agreement. Selected Firm(s) acknowledges and agrees that it is responsible for the security of any cardholder data that it processes, transmits or stores, and warrants that Selected Firm(s) is, and will remain at all times during the term of this Agreement (and any subsequent renewal periods), in compliance with the PCI DSS [Payment Card Industry (PCI) Data Security Standard (DSS), a copy of which is available at: https://www.pcisecuritystandards.org/pdfs/pci_dss_saq_navigating_dss.pdf. Selected Firm(s) will take all necessary steps to ensure such compliance; such as, but not limited to, no cardholder or magnetic stripe information will be stored in a database or internet storage
device or space; only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of. Selected Firm(s) will maintain appropriate documentation of: (1) their processing level (Level 1-4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed Quarterly Network Scans of all outwardly facing IP addresses (as defined in PCI DSS) for those firms required to perform such scans. Selected Firm(s) further agrees to use only credit card service providers that are PCI DSS compliant for credit card processing. Selected Firm(s) will indemnify, defend and hold harmless the University and its employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney’s fee) (“Damages”) arising from lawsuits, actions, claims or demands by the (“Claims”) seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of Selected Firm(s)’s negligence or the breach of any of Selected Firm(s)’s obligations herein.

I. 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 above, certain matters will automatically be deemed part of the proposal.
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
## Attachment 2
### Firm Information

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<th>Full Legal Name (Company name as it appears with its Federal Taxpayer Number):</th>
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<td>Web Address:</td>
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<td>Email Address:</td>
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<td>DUNS Number:</td>
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### SWAM Information:
Is the firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE):  □ Yes □ No

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<th>Small-Owned Business:</th>
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Is the firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)?  □ Yes □ No

### Point of Contact for this Proposal:
Name:  
Mobile No.:  
Email Address:  