Request for Proposal

Arena Management

October 2, 2003

Issued by
Procurement Services
Charlottesville, Virginia
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This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP and related links, in its latest version, is reviewed prior to submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. To receive a hard copy of the RFP or addenda, please contact Becky Sims, Contracts Administrator, at (434) 924.1346 or email pur-rfp@virginia.edu. 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 Services web site: http://www.virginia.edu/procurement/

I. Overview of the RFP Process
The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks an experienced firm to provide Arena Management Services primarily for the new John Paul Jones Arena and possibly other venues on University Grounds. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their 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 their 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 over 23,500 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 12,000 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 is in the process of constructing the John Paul Jones Arena (the Arena) on a 26-acre site bounded by Emmet Street to the east, Massie Road to the South, and Copeley Road to the west and north. The Arena will be constructed on an existing
University parking lot and will encompass most of the southern and western portions of
the site. This area generally slopes down from west to east, facilitating building entry
and egress at multiple levels.

The Arena will be located at an important locus between the University’s central
Grounds and north Grounds. As a hub of activity, it will serve to further the University’s
efforts to rejoin the two academic precincts. The Arena will also act as a focal point for
future athletic precinct expansion and development.

The Arena will serve an important role as a resource for the University, Charlottesville
and the surrounding region. The Arena will be used to serve the educational, athletic,
entertainment, social, convention and cultural needs of the University, the City of
Charlottesville and the central Virginia region.

The Arena will be a 15,000 seat multipurpose facility. It is designed to be the home for
the Men's and Women’s basketball teams and to provide them with the very best practice
and support spaces to compete at the highest levels of NCAA competition. The practice
facility includes separate practice gyms consisting of one and a half courts for each team
as well as locker and team meeting facilities. The Arena will house Coaches office
suites, a weight room, sports medicine area, and equipment room. The basketball
practice facility was designed to allow both teams to operate separately and apart from
other areas of the main Arena. The Arena is expected to host a variety of non-basketball
events. The main bowl includes a movable end bleacher configuration that will allow for
an end stage configuration. The Arena will contain 19 luxury suites and a separate
concourse for the suites and lower bowl premium seats. Space is also included for a large
Dining/Function space that has direct views into the seating bowl. State of the art video
display and electronic signage packages will be included in the Arena. A new parking
garage will be constructed next to the Arena that will provide direct enclosed passage
into the Arena at the suite concourse. Fifteen hundred surface and garage spaces are
being constructed with the Arena and there is substantially more parking that exists in the
immediate area. A new "Grounds walk" is also being built that will allow direct
pedestrian access from the student living areas. The building is also designed to
compelment the Jeffersonian Architecture of the University and includes a distinctive
columned exterior as well as a unique interior facade within the seating bowl.

Details on the Arena project are available at
http://fmweb.virginia.edu/fpc/ArenaProject/ArenaProject.htm.

Sponsorship and naming opportunities for prominent components over multiple years are
available for this facility. The Arena will provide the most comprehensive marketing
opportunity in college athletics today. The University will accept proposals on these
sponsorship and naming opportunities as part of this RFP. The University can not
guarantee any amount of business or availability of sponsorship or naming rights as a
result of this RFP.

The primary goal of this RFP is to provide management services for the new Arena. The
University has many other venues available for special events and entertainment. Some
of the other venues are Scott Stadium at the Carl Smith Center, University Hall, Klockner
Stadium, the Culbreth Theater, Old Cabell Hall and Newcomb Hall Ballroom and
Theater. All of these venues have the facilities to support special events and
entertainment. Attachment 4, University Venues, provides brief descriptions of these
facilities. The University will consider proposals for special events and entertainment
marketing for these other venues. If deemed advantageous, the University will negotiate
with the firm on the provision of these services as part of this RFP.
III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm for Arena Management Services to include those goods and services necessary to help the University achieve its goals as outlined in this RFP. In order to achieve this goal the Selected Firm may be requested to provide those goods and services outlined in this section.

A. Property Management Services

The University is seeking the services of a professional management firm to manage the long-term operations of the Arena. Such management services must be of the highest quality, provide competent and sound fiscal management, support programming, minimize expenses and develop a positive reputation for the Arena among the University community, promoters, event attendees and the community-at-large. Moreover, the Selected Firm will protect the University’s capital investment throughout the facility including academic and dining space, through the exercise of a high standard of maintenance.

General areas to be managed by the management firm may include but are not limited to, personnel, fiscal procedures and controls, maintenance, physical improvements, purchasing and coordination and oversight of Arena contractors, vendors and suppliers. Portions of these areas may involve services to be provided by the University. The Selected Firm will report to the University’s Director of Athletics.

B. Event Marketing

In addition to the property management services, the University is seeking a professional events marketing firm to promote special events and entertainment at the University. The primary goal of this RFP is to provide event marketing services for the new Arena but, these services may be considered for other venues. A detailed list of the other venues is provided in Attachment 4, University Venues.
The expectation for event marketing services includes, but is not limited to, generation of quality programming, marketing and promotions, advertising, programming and scheduling, maximization of revenues and use of the Arena and provision of competent and sound fiscal management.

1. Operating Purpose for the Arena

   The Selected Firm’s event marketing and management of the Arena will be governed by the following overriding purposes:
   
a. To maximize revenue and the utilization of the Arena in keeping with a collegiate environment while minimizing the net cost to the University.

b. To provide a broad mix of events appealing to all segments of the community. Events should include but are not limited to the following: basketball, athletic events, University events, concerts, family shows and civic events.

c. To provide a broad array of cultural, educational, entertainment, sporting and other activities and events to meet the population of the region.

2. Arena Scheduling Priorities

   The scheduling priorities for the Arena are:
   
a. Men’s and Women’s basketball games

b. University Events

c. Commercial Events (e.g., circus, concerts, and family shows)

d. Professional/Exhibition Sports: (e.g., professional wrestling, NBA exhibition games, Harlem Globetrotters)

e. University basketball camps

f. High School Events (e.g., State boys and girls championships and graduations)

   The Men’s and Women’s basketball practice facility will be for the exclusive use of those programs. It is anticipated that the Arena will host between 60-70 events per year.
C. **Timeline**

The implementation of the management services at the Arena will be in two phases. Phase One will be the Preplanning Phase and Phase Two will be the Operational Phase. The two phases will include, but not be limited to:

1. **Pre-Planning Phase**
   
The Pre-Planning Phase will begin upon award of an agreement to the Selected Firm and will end upon completion of the Arena in the summer of 2006. The Selected Firm will develop and implement appropriate plans/policies/procedures in advance of the operational phase. These include such activities as development of operating procedures, defining staffing needs, developing policies and procedures for the coordination of major functional areas (e.g. food/beverage, merchandising, parking, etc.), establishing accounting and financial controls, event marketing and scheduling, negotiating service agreements, refining the parking and dispersal plan, formulating a proposed annual budget, and addressing other significant management issues.

2. **Operational Phase**
   
The Operational Phase will begin around the scheduled completion date during the summer of 2006. The Selected Firm will initiate the necessary and appropriate management services to fully operate the Arena. The management services will optimize programming opportunities within the University’s operating purpose and scheduling priorities.

IV. **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 providing Arena Management Services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;
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 and clients which are comparable to the University;
4. The firm's financial proposal including but not limited to 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; and
7. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

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

A. Operations
1. Describe how the firm plans to provide Arena Management Services which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Goods and Services.
3. Describe how the firm plans to provide the management services. Include a description on how the firm will work with the University to develop a preoperational and operational plans and how the plan will be implemented.
4. Describe the firm's marketing plan for special events, including:
   a. How the firm will work with University faculty, staff students and the local community.
b. How the firm will attract nationally recognized acts and sports teams.
c. How events will be promoted to University faculty, staff, students and the local community.
d. The differences between the marketing plan for the Arena and the other venues listed in Attachment 4, University Venues.

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

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

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in forms management programs.

2. Provide information on those individuals assigned to work with the University including a description of their experience in arena management services.

3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.

4. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss

5. A copy of the firm's most recent audited financial statements.
C. Financial Proposal

1. Provide a price proposal for the services. Include a detailed description of each service and the associated amount the University will be charged for the service.

2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.

3. State the firm's willingness to share revenue from events scheduled by the firm. Include how the University will benefit from such a revenue sharing arrangement and the amount of revenue the firm will provide.

4. State the firm's capability for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically. Information about the Commonwealth of Virginia’s Financial Electronic Data Interchange (FEDI) program is available on this web site: http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/edinew.htm

D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.

2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.

3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

E. Site Visits

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

Specify whether the firm is a SWAM. The Commonwealth of Virginia’s definitions are:

- **Small Business** means a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than $1,000,000 in annual gross receipts.

- **Women-owned business** means a business concern that is at least 51 percent owned by a non-ethnic woman or women (a minority woman is considered as a minority) who are U.S. citizens and who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business. “Ownership” in this context includes stock ownership.

- **Minority-owned business** means any business concern that is at least 51 percent owned by a minority individual or individuals (who are U.S. citizens) who also control and operate it. “Control,” “Operate,” and “Ownership” have the same meanings mentioned above. "Minority" includes African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, and other minorities. "Native Americans" include American Indians, Eskimos, Aleuts and Native Hawaiians. "Asian-Pacific Americans" include U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Northern Marina Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia. "Subcontinent-Asian Americans" include U.S. Citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.
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 award 5% of its business to these firms.

G. Other Information

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

VI. Information about this RFP

A. Procurement Schedule

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

Issue Date of RFP: 10/02/03
Preproposal Conference: 10/17/03
Deadline for Receipt of Proposals: 11/05/03
Oral Presentations/Negotiations: 12/04 – 12/05/03
Contract Award: 2/27/04

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:
Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

Attention: John McHugh, C. P.M., Assistant Director
Telephone: (434) 924-4214
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: jm7v@virginia.edu

Any questions concerning this RFP will be directed to John McHugh as listed above and not to any other person at the University. The University will determine whether any addenda should be issued as a result of any question or other matters raised.
C. Preproposal Conference
A conference for firms receiving this RFP will be held on Friday, October 17, 2003 at 10:00 a.m. in the Carruthers Hall Conference Room E, Charlottesville, Virginia (map viewed at this web site: http://www.virginia.edu/Map/) Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Becky Sims either by email (pur-rfp@virginia.edu) or telephone (434-924-1346), no later than 4:30 p.m. EST on Wednesday, October 15, 2003 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., Wednesday, November 5, 2003. Seven copies of each proposal must be provided in individual, bound volumes.

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 and negotiations with two or more firms will be conducted by the University on the firms’ financial proposals and proposed terms and conditions. Oral presentations and Negotiations are scheduled for
December 4, 2003 and December 5, 2003

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 Services for information, comments, speculation, etc.;

2. Requests from any department at the University, or any employee of the University, with the exception of Procurement 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 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 be carefully evaluated by the University. The University will then select two or more firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of evaluation criteria described in this RFP. The University will then conduct negotiations with each of these firms. After negotiations have been conducted, the University will select the firm which, in its opinion, has made the best proposal. The University will award the agreement to the Selected Firm by either of these methods:

1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or

2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.

3. 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 firm.

Because the University may use alternative (1) 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.

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 C, 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 below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.
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 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

All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below.

If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

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

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. Worker's Compensation and Employers Liability

The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's 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 and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, 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 Act

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 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. Copyrights/Ownership Rights/Disclosure
Unless expressly agreed to the contrary in writing, all goods, products, materials documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University, and the Selected Firm warrants to the University that the University will own all copyrights thereto and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims.

K. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, 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. Selected Firm(s) are required to register in the eVA Internet e-procurement solution prior to an award being made.
Preferred Contractual Provisions

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

B. Term of Agreement
The term of this Agreement will be for five years.

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 their 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 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 five 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.
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.

**Commercial General Liability**

The Selected Firm and any Subcontractor will maintain a minimum combined single liability limit for bodily injury and property damage of $1,000,000 per occurrence, to include personal injury, premises/operations, products/completed operations, independent contractors liability, contractual, medical payments (min. of $2,000 per person), with an aggregate limit of not less than $3,000,000.

**Automobile Insurance**

The Selected Firm and any Subcontractor will maintain a minimum combined single liability limit for bodily injury and property damage of $1,000,000 per accident, to include coverage for "any auto."

**Workers Compensation Insurance**

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

Errors and Omissions Insurance--
The Selected Firm and any Subcontractor will maintain Errors and Omission liability insurance with a minimum limit of $1,000,000 per claim.

All insurance companies must be licensed to conduct business in the Commonwealth of Virginia, and hold at least an A- rating with A.M. Best Company. The general liability insurance must be endorsed to cover the following as an additional insured with respect to our interest in the activities conducted by the Selected Firm and any Subcontractor on behalf of the University: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, and their respective officers, employees and agents." A certificate of insurance must be provided, indicating the Firm's insurance coverages and the additional insured status.

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.

L. Use of Agreement by Third Parties
If agreeable with the Selected Firm, these organizations may have access to any Agreement resulting from this RFP: 1) Any University related foundation, and 2) Any institution of higher education which is a member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP). The current list of VASCUPP members is: College of William and Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University, and 3) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC)
may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools who may potentially participate are: Clemson University; Duke University; Emory University, Florida State University; Georgia Institute of Technology, North Carolina State University; University of North Carolina; University of Maryland; Wake Forest University, and Wake Forest University Health Sciences. The Selected Firm will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected Firm is strictly optional.

If an organization chooses to enter into an equivalent agreement, it will so notify the Selected Firm in writing, and will proceed to execute such an agreement. The University will have no responsibility whatsoever for payment of invoices rendered to the organization, resolution of problems, or administration of contractual claims. The Selected Firm, at the request of the University, will provide usage reports for all VASCUPP members accessing the Agreement. The University anticipates requiring such reports quarterly. The University's sole intent is to provide other organizations with access to the University's Agreements and to provide Selected Firms with opportunities to do business with other organizations. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member, and will not be considered in default of the Agreement no matter the circumstances.

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 Selected Firm by the University's Director of
Procurement 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 on Procurement Services web site at:
http://www.virginia.edu/procurement/about/PurchasingManual.html

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 15th 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:

Contracts Administrator
University of Virginia
Procurement Services
Carruthers Hall, PO Box 400202
1001 North Emmet Street
Charlottesville, Virginia 22904-4202

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.
Attachment 3

Procedure for Resolution of Contractual Claims

Section 2.2-4363 of the Virginia Public Procurement Act 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 will have been 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 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 Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement 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 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 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 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 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 Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.
Attachment 4

University Venues

Scott Stadium at the Carl Smith Center

Scott Stadium is the University’s outdoor football stadium, with seating capacity of 62,000. Parking is available outside the stadium and parking decks within walking distance of the stadium. Events can be scheduled during the academic year, preferably in April or early May.

University Hall

University Hall is the University’s current basketball arena, with a seating capacity of 7,000. Parking is available outside University Hall and an adjacent parking deck slated for completion in the fall of 2003. Events can be scheduled during the academic year, preferably during the months of October, November, March or April.

Klockner Stadium

Klockner Stadium is the Men’s and Women’s outdoor soccer and lacrosse stadium, with a bleacher/permanent seating capacity of 3,500. Parking is available in the parking lot outside and adjacent to University Hall.

Culbreth Theater

The Culbreth Theater is home the University’s Drama Department, with approximate seating capacity of 600. Seating information can be found at http://www.virginia.edu/drama/BoxOffice/CulbrethSeating.html. Parking is available outside the theater and the Central Grounds Parking Garage.

Old Cabell Hall

Old Cabell Hall is home the University’s Music Department with approximately seating capacity of 850. Seating information can be found at http://www.virginia.edu/music/docs/cabellseating.html. Parking is available at the Central Grounds Parking Garage.
Performing Arts Center
The 100,000-square-foot center will be built adjacent to the site of the Arena scheduled for completion in 2006. The location affords access to parking, and it will be linked via the new Grounds walk, currently under construction, to other facilities on Grounds. The building will house a concert hall of at least 1,200 seats and include rehearsal, storage and office space for the marching and concert band; music department offices and performance management space. Construction is expected to begin by Dec. 31, 2004.

Newcomb Hall Ballroom and Theater
Newcomb Hall is the University’s Student Union. Newcomb Hall has a Theater and Ballroom for speakers, presentations and forums. Parking is available in the adjacent Central Grounds Parking Garage. Additional information can be found at http://www.virginia.edu/newcombhall/facilities.html.