

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTR-619-2017

This contract entered into this 25th day of May 2017 by The Tailgate Guys LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the Turnkey Tailgate Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From June 1, 2017 through December 31, 2025, for eight (8) football seasons, as negotiated.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall pay Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0049738 dated March 8, 2017, the proposal submitted by the Contractor dated March 24, 2017, Virginia Tech's letter dated April 13, 2017, the Contractor's response dated April 19, 2017, Virginia Tech's letter dated April 27, 2017, the Contractor's response dated May 2, 2017, the Contractor's revised offer dated May 18, 2017, Virginia Tech's letter dated May 23, 2017 and the Contractor's response dated May 23, 2017 which includes a revised implementation timeline, all of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor

By: 

(Signature)

PARKER DUFFEY CEO

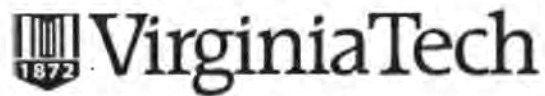
Name and Title

Virginia Tech

By: 

Mary W. Helmick

Director of Procurement



Request for Proposal #0049738

For

Turnkey
Reserved Group Tailgating
Event Management Services

March 8, 2017

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP 0049738
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Kimberly Dulaney, CPSM, Phone: (540) 231-8543 e-mail: kdulane@vt.edu

DUE DATE: Proposals will be received until Friday, March 24, 2017 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____ For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>

_____ **Large**

_____ **Small business** – An independently owned and operated business that, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be small business when they have received SBSD small business certification.

_____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

_____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)			E-MAIL ADDRESS
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112
 YES _____ NO _____

SIGNATURE _____ Date: _____
 (IN INK)

01/01/2017

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for Turnkey Reserved Group Tailgating Event Management Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is for Five (5) year(s), or as negotiated. There will be an option for one (1) three-year renewal, or as negotiated.

III. BACKGROUND:

The **Virginia Tech Hokies** football team represents Virginia Polytechnic Institute and State University. The Hokies compete in the Football Bowl Subdivision (FBS) of the National Collegiate Athletic Association (NCAA) and the Coastal Division of the Atlantic Coast Conference. They previously competed in the Big East. Their home games are played at Lane Stadium, in Blacksburg, Virginia with a seating capacity of over 65,000 fans and consistently sells out. Lane Stadium is considered one of the loudest stadiums in the country, being voted number one in ESPN's "Top 20 Scariest Places to Play". In addition, it was recognized in 2005 by Rivals.com as having the best home-field advantage in the country. It is currently the 31st largest stadium in college football.

In 123 seasons, the Hokies have won over 700 games and appeared in 30 bowl games, including the 2000 BCS National Championship Game. With 24 consecutive bowl appearances, beginning in 1993, the Hokies currently have the longest active bowl streak in the country recognized by the NCAA. The program has claimed 11 conference titles (three South Atlantic, one Southern, three Big East & four ACC). The program has also produced 20 first-team All-America selections.

Tailgating is an established tradition at Virginia Tech during home football events. The University is seeking a qualified vendor to provide complete turnkey management solutions for groups of various sizes and to create a community tailgating destination with reservations and catering within a defined area of campus. Tailgating will continue to be permitted in other areas on campus as it is today. The service the University is seeking are outside of those areas.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and with Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS:

Virginia Tech wishes to create a Spirit Tailgating Area for football home games. The tailgating area is still in the conceptual phase. The area will be identified at a later date. The University will consider the winning proposer a partner in the development and implementation of this area. The winning proposer will provide all services required to provide a first class tailgating experience.

The 2017 football season is as follows:

Saturday, April 22 – Spring Game
Saturday, Sept 9 v. Delaware
Saturday, Sept 23 v. Old Dominion
Saturday, Sept 30 v. Clemson
Saturday, Oct 21 v. UNC
Saturday, Oct 28 v. Duke
Saturday, Nov 18 v. Pitt

- A. Proposers should provide a plan/diagram with a specific layout for a Spirit Tailgating Area. All plans/diagrams should list in detail the size of the tents, capacity, amenities, services, personnel, etc. along with an itinerary from start time of set up to the end time of clean up.
- B. Proposers must demonstrate the ability to meet the needs of fans/clients on game day and provide a turnkey tailgating experience, including but not limited to offering several tailgating packages to include catering, and maintaining a comprehensive safety plan to address events such as weather, health and security risks.
- C. Proposers should provide an outline of tiered package plans with options to provide services for groups of various sizes. Packages should outline all amenities and services included in the package such as coolers, ice, chairs, tables, etc.
- D. Proposers should provide various options for both season tickets holders who may want to engage tailgate services for the entire season and options for individual games packages.
- E. Proposers should provide a concept for catering servings to be provided. Please note that Virginia Tech has an exclusive pouring rights contract with Coca-Cola which applies to all participants and activities held on campus. Virginia Tech has an on-campus caterer who will be a partner in this contract. For more information on the on-campus catering services, refer to this link: <http://www.catering.vt.edu/services>.
- F. Proposers should outline a set-up and clean-up plan that provides all details to perform these services. Please indicate what staff you intend to have available and when. This includes bellhops, hostesses, general labor, etc.
- G. Proposers will be responsible for providing reservation services and will be held to the highest standards of customer service. Please provide a conceptual outline to provide marketing, development, and implementation of all services. Proposers should demonstrate knowledge of the Virginia Tech Football experience.
- H. Financial Considerations: Proposers should indicate what percentage of company's GROSS SALES would be paid to Virginia Tech for all tailgate transactions with customers.

****Gross sales is defined as gross revenues to the Company from all tiered packages, individual items, catering and other items/services sold pursuant to this program during the life of any contract arising between Virginia Tech and the Proposer.***

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. **One original and four (4) copies** of each proposal must be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

The Offeror shall make no other distribution of the proposals.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Virginia Tech may reject proposals that are substantially incomplete or lack key information at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret

material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

B. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Please submit your plan to provide all the services outlined in Section VI., Statement of Needs. Indicate the types of services you are able to offer, the ability to meet all deadlines, the ability to provide all equipment and labor to perform said services. Provide a timeline for implementation. Provide a game day outline. Describe the reservation experience and what fans/clients can expect when securing a tailgating experience. Provide information on storage of items when not in use. Discuss your ability to provide insurance required to perform these services. ***Provide any documents you require to be incorporated into any contract resulting from this solicitation.***
2. Provide references from at least three (3) higher education institutions of similar size or larger where you have implemented these services and indicate how long you have been providing those services. Discuss any issues you resolved during the implementation of previous tailgating experiences. Provide information on how soon you can provide services should a contract be awarded. Outline what your expectations would be of the University at the time of implementation, during game day, on set up and tear down, and over the life of the contract. State whether you can offer services outside of game day for other events in the future because of this contract. Outline your staffing and catering plan in detail.
3. Financial Incentives: Provide an outline of financial realizations the University can expect. Describe projected growth. Discuss the reconciliation process. Provide a sample of reconciliation and business reports. Propose any and all financial considerations.
4. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>
5. The return of the General Information Form and addenda, if any, signed and filled out as required.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	15
4. Revenue Sharing Plan	25
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
<hr/>	
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

IX. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 10:00 am on Wednesday, March 15, 2017. Inquiries must be submitted to the procurement officer identified in this solicitation.

X. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)

Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.procurement.vt.edu/html/docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The PDF version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

- A. The Contract Administrator at Virginia Tech or their designee shall be identified as the Contract Administrator at a later date and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Zone Map for Cooperative Contracts
Attachment C - Sample of Standard Contract Form

ATTACHMENT A
TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

http://www.procurement.vt.edu/html.docs/terms/GTC_RFP_01012016.pdf

ADDITIONAL TERMS AND CONDITIONS

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: _____
Name of Bidder or Offeror Due Date Time Due

Street or Box No. Solicitation Number

City, State, Zip Code Solicitation Title

Name of Procurement Officer: _____

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- G. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Kimberly Dulaney
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
3. **INSURANCE:** By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

*The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
4. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any

product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*

5. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
6. **SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.
7. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
8. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
9. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

ATTACHMENT B

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1

George Mason University
(Fairfax)

Zone 2

James Madison University
(Harrisonburg)

Zone 3

University of Virginia
(Charlottesville)

Zone 4

University of Mary Washington
(Fredericksburg)

Zone 5

College of William and Mary
(Williamsburg)
Old Dominion University (Norfolk)

Zone 6

Virginia Commonwealth University (Richmond)

Zone 7

Longwood University
(Farmville)

Zone 8

Virginia Military Institute
(Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)

Zone 9

University of Virginia - Wise
(Wise)

ATTACHMENT C

SAMPLE CONTRACT FORM

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

This contract entered into this ____ day of _____, 20____, by _____, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall pay Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor:

Virginia Tech

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM # 1 TO RFP # 0049738

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE	ORIGINAL DUE DATE AND HOUR
March 16, 2017	Friday, March 24, 2017, 3 pm

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kimberly Dulaney, CPSM, CUPO , Assistant Director and Contracts Manager E-MAIL ADDRESS: kdulane@vt.edu TELEPHONE NUMBER (540) 231-8543 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221
--

Turnkey Reserved Group Tailgating Event Management Services

1. The following questions have arisen as a result of the aforementioned RFP:

Question 1. With this being a 5-year contract is Virginia Tech looking to do any kind of permanent or semi-permanent infrastructure to support the village (i.e. bathrooms, cement pads, lighting, power, water, etc.).

Virginia Tech Answer: Not at this time.

Question 2. As a date has not been set yet to define the actual space are there size considerations we should stay within (i.e. 250'x250')?

Virginia Tech Answer: This will be determined after a scope of work has been agreed upon with the winning vendor. Please present your proposal in a conceptual format.

Question 3. Is the first event April 22, 2017?

Virginia Tech Answer: That is the date of the spring game. Please indicate if it is feasible to provide any services at the spring game.

Question 4. Does the infrastructure need to be removed between games or can it remain all season? They ask us to describe our storage recommendations.

Virginia Tech Answer: The infrastructures should be removed between home games.

Question 5. Is there an estimated number of fans the village should be catering too? What is their overall financial goal with this Tailgate plan?

Virginia Tech Answer: The answer is unknown at this time. This is a new concept. The financial goal is contingent on the proposals and the success of the program.

Question 6. Who is responsible for selling tailgate packages? University or bidder?

Virginia Tech Answer: The Vendor will be responsible for selling tailgate packages.

Question 7. What is the projected fan capacity within the designated tailgate area?

Virginia Tech Answer: This is unknown.

Question 5. Will the designated tailgate area be located within "prime real estate / very close to stadium"

Virginia Tech Answer: That is the intent at this time.

Question 6. Is there a target ticket price in mind?

Virginia Tech Answer: The Vendor will be responsible for setting prices.

Question 7. Would we need to work with other University vendors (security, ushers, etc.)

Virginia Tech Answer: The Vendor will be expected to provide ushers, etc. but will be expected to work with the Virginia Tech Police Department and the Campus Catering Services.

Question 8. Is there an opportunity to integrate sponsors into tailgate area?

Virginia Tech Answer: This will be discussed during any negotiations. It should be included in the proposal if the proposal is contingent on sponsors.

2. No other inquiries will be accepted for this solicitation.
3. All other terms, conditions and descriptions remain the same.
4. The due date and hour remains Friday, March 24, 2017, 3 pm.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
BILLING NAME (Company name as it appears on your invoice)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS

Revised 07/01/2016



TAILGATE GUYS

VIRGINIA TECH

PARTNERSHIP OUTLINE

TAILGATING SERVICES

March 24, 2017

PREPARED FOR:

Virginia Tech
Blacksburg, Virginia



VIRGINIA TECH

Since 2009, we set out on a mission to build a small business to provide a first-class service aimed to take the hassle out of game day. We started by working out of our backyard, quite literally, and by hosting roughly 50 groups in our first year at Auburn University. Through the support of our partners, alumni and guests, our business has grown to host over 700 groups per game within our seven Tailgate Guys locations across the country that span from Florida to Texas.

When our university partners engage in a Tailgate Guys partnership, the partnership is structured to be mutually beneficial. We are confident that Virginia Tech will be able to offer their fan-base a new level of service and convenience that will enhance the game day experience in Blacksburg.

We make it happen because service drives us. We make it happen because a passion for hospitality sets our standards high. We're here for the community. We're here to bring people together on game day. We're here to take care of your supporters, fans and university.

We are Tailgate Guys.

We come to serve.

Sincerely,

Parker Duffey
President & CEO



WE ARE PASSIONATE

WE ARE CREATIVE

WE ARE TRANSPARENT

WE ARE INNOVATIVE

WE HAVE GRIT

WE HAVE TACT

WE ARE TEAM



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IT'S NOT WHAT WE DO
AT TAILGATE GUYS, IT'S
HOW WE DO IT.

1. COMPANY HISTORY

1.A Company History and Overview

Founded in the Spring of 2009 by Parker Duffey and Michael Otwell through a partnership with Auburn University, Tailgate Guys has set the standard in the tailgate service industry. Our mission with Tailgate Guys is to provide a superior service to the game-day fan, our partners and the city. We have continued to meet our mission through precise attention to detail, a passion for guest services, innovative branding, and consistent operational execution on a daily basis. At Tailgate Guys, we envision this partnership with Virginia Tech as a multifaceted partnership that will maximize a mutually beneficial relationship for all parties involved.

Tailgate Guys' founding operation was established with 55 small groups in their first season at Auburn. That same operation now hosts over 375 large groups totaling close to 40,000 guest per game in Auburn. Tailgate Guys has grown to incorporate partnerships with Texas A&M, University of Florida, Georgia Tech, the Chick-fil-A Bowl, the University of Texas, The Cotton Bowl, TCU and most recently Alabama since its inception.



Tailgate Guys began with the two owners as the only full-time employees and five part time staff. Today, Tailgate Guys employs 40 full time staff and in peak season over 150 part-time staffers across the Southeast.

Tailgate Guys has grown by over 4400% since 2009 and was recognized in Inc. Magazine's 2014, 2015 and 2016 Inc. 5000 as one of the fastest growing companies in America.



Tailgate Guys has also played an active role in the communities in which we live and work by aligning the Tailgate Guys brand as an advocate for athletics and charitable organizations. Tailgate Guys actively supports and hosts local festivals, races, charitable dinners, and other commercial, private, and philanthropic events because we believe in supporting local organizations and enhancing our community engagement.



2. STATEMENT OF NEEDS (Reference RFP VI)

2.A Site Organization (Reference RFP VI.A)

Tailgate Guys consults with a professional community planner to design and layout each site plan. The site plan aims to not only be aesthetically appealing on campus from both a pedestrian and aerial perspectives, it also includes design features that have proven to maximize human interaction.

EACH TAILGATE LOCATION IS SPECIFICALLY PLANNED, LOCATED AND MEASURED TO CONTRIBUTE TO THE COMMUNAL AND FAMILY-ORIENTED ATMOSPHERE OF GAME DAY.

To ensure that the site plan is executed as planned, "performance templates" are designed to ensure optimal consistency in product delivery.

► Performance Template

Site Layout: Each week, each tent location's corners are marked on the site to ensure optimal site layout and efficiency. This aids in production efficiency and also allows for the visual aesthetic to be carried out from conceptual plan to actual set up.

Package Layout: An image and checklist of each package layout and visual display is distributed to the production staff before each event. This itemized list includes an accompanied image with specific information for staff on placement of chairs, tables, TV's and other items. This aids in creating a consistent service in a timely manner.

After Action Report: Tailgate Guys has implemented a weekly procedure in reviewing an after action report after each game week. These reports take all site conditions, workload, man hours, positives, and negatives from each week. The template used was developed in conjunction with a consultant and retired member of the United States Army's Special Forces group. Needless to say, the after action review process is extremely thorough.



2.A.1 Production and Operation Monitoring

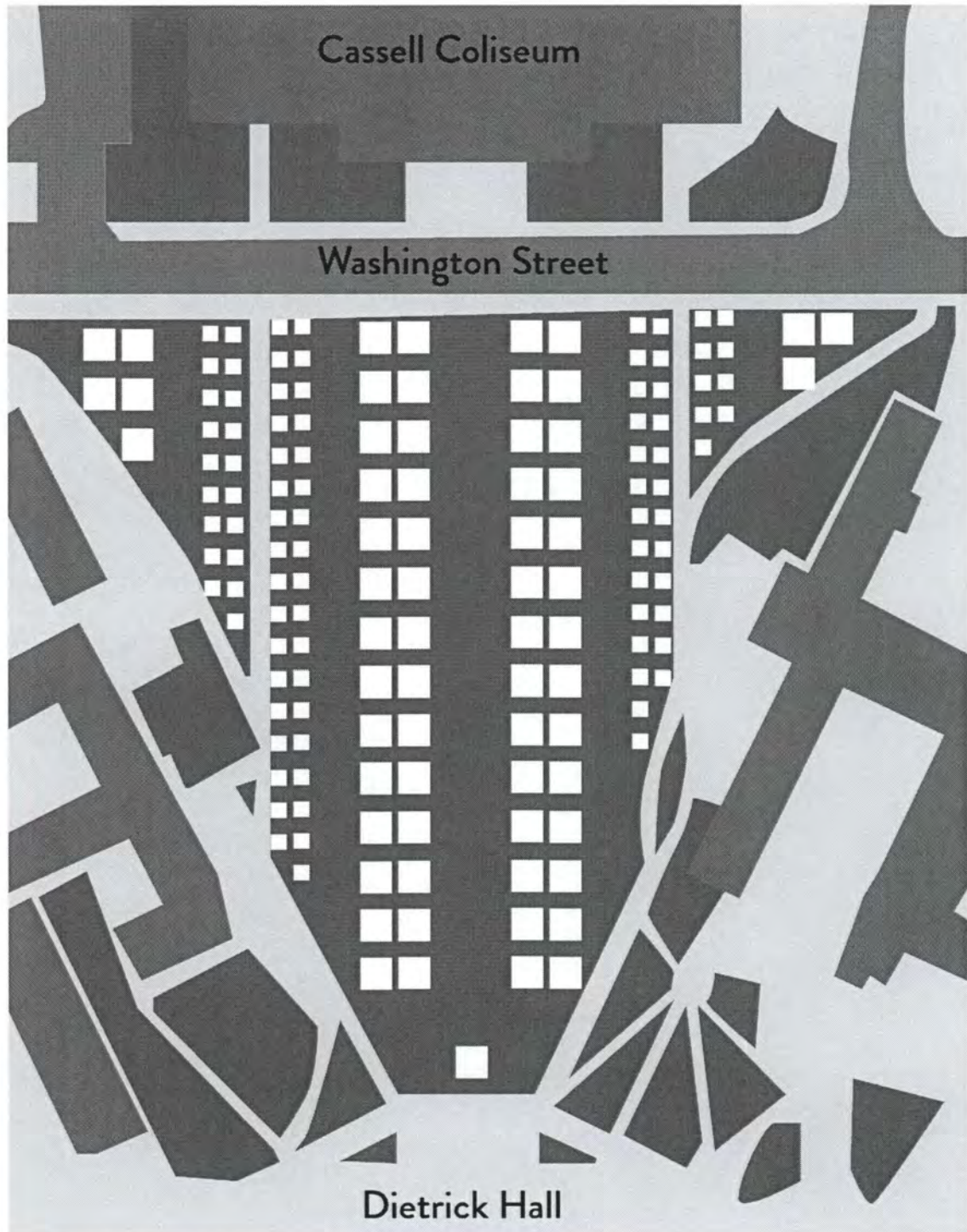
Each Tailgate Guys production leader is provided with a copy of the Tailgate Guys' Field Guide. This manual includes details such as packages amenities and layout, tent installation instructions and blue prints along with all operational details. This manual speaks to our attention to detail and production structure, which plays a vital role in the success of our operation. By creating a detailed and uniform operational standard, there is little room for deviation, and it creates a system of checks and balances for our staff that are identical from campus to campus.

Operational Plan Elements

- ▶ **Quality Control:** Each manager is responsible for Quality Control. In our operation, there are a variety of details and added amenities that we offer outside of our basic equipment (i.e., tent, chairs, tables, etc). Each game a series of logs are developed to account for tent locations, custom signage, TV, and media packages, catering, and extra items.
- ▶ **Nine Point Standards Checklist:** A Tailgate Guys Manager assesses each tailgate package with our Nine-Point Checklist. This standard ensures efficiency in time management, accountability for staff, and consistency in our product.
- ▶ **Efficiency Calculations:** Tailgate Guys has derived statistical calculations for measuring our production efficiency. The calculation estimates staff sizes and set-up duration based on the number and types of packages reserved for an event.
- ▶ **After Action Reports and Incentives:** An after action report is created after each home game and reviewed with Tailgate Guys management staff. We have also implemented a bonus system for Tailgate Guys production managers and crew chiefs for exceptional performance.

Tailgate Guys Curriculum

Tailgate Guys has developed a training curriculum for managers prior to each season. We call this "Boot Camp." The curriculum is led by one staff member from Tailgate Guys' corporate office to ensure consistency from campus to campus. This will allow members of one operation to seamlessly integrate into another operation if needed.



Through different combinations of 10'x10' tents and 20'x20' tents, Tailgate Guys expects Dietrick Lawn to host between 130-170 tailgates each game at maximum capacity.



**THERE WILL ONLY BE ONE
OPPORTUNITY IN IMPLEMENTING
THIS OPERATION.**

2.B Experience & Capabilities (Reference RFP VI.B)

Tailgate Guys was the first company to envision and propose a tailgate management company and university-partnership relationship. As the pioneers of the industry, Tailgate Guys has acquired a superior level of experience and expertise. Not only is Tailgate Guys the first, Tailgate Guys is the best. Tailgate Guys has successfully distinguished itself as the premier tailgate management company in the United States since 2009.

Several companies have attempted to replicate or compete with Tailgate Guys over its tenure, but none have compared in quality and scale while most have not sustained themselves. Due to the outward appearance of a business model that is simple in its nature, several individuals have entered into the industry without a firm understanding of the hard work, attention to details, unwavering customer service, and strict budget management that it takes to succeed. Tailgate Guys consistently hosts well over 40,000 guests per game day weekend. Most other companies enter into the industry with the intent to provide a product; at Tailgate Guys we host a service.

**TAILGATE GUYS CONTINUES TO STRIVE TOWARD PERFECTION BY
CREATING A PROCESS THAT CAN BE RIGOROUSLY EVALUATED
AND IMPROVED. OUR ITERATIVE ASSESSMENT AND IMPROVEMENT
STRATEGY ACTIVELY SEEK FEEDBACK FROM EMPLOYEES, STAFF,
UNIVERSITY ADMINISTRATION, AND GUESTS IN ORDER TO IMPROVE
THE INDUSTRY STANDARD THAT WE HAVE CREATED. AS A RESULT,
TAILGATE GUYS CONTINUES TO HAVE AN ADVANTAGE IN OFFERING
THE BEST SERVICE AND PRODUCTS, WHICH SETS US APART FROM
OTHERS IN THE INDUSTRY.**



TAILGATE GUYS

VS.

THE OTHER GUYS



COMPARISON USING 2016 DATA



2.B.1 Added Value and Advantages

- ▶ **Industry Position:** Tailgate Guys has clearly identified itself as the leader of the Tailgate Management Industry. Because of this, Tailgate Guys has accumulated resources and experience to achieve a greater level of success in Blacksburg than any of their competitors.
- ▶ **Tailgate Guys Network Reciprocals:** Tailgate Guys has built a network of relationships with several peer institutions and their athletic administrations. This offers additional reciprocal advantages for Virginia Tech and the visiting team. This has proven to be successful for Tailgate Guys in the past by creating additional revenue from visiting teams, and building an exciting and healthy, competitive atmosphere.
- ▶ **University Partnership Experience:** Tailgate Guys has experience in operating within partnerships with universities and private entities that will ensure a fluid implementation of the agreement.
- ▶ **Lessons Learned:** Tailgate Guys has identified several challenges that often present themselves with any venture. Tailgate Guys' past experience enables us to be proactive in avoiding similar challenges in the future.
- ▶ **Maximum Revenue Capabilities:** Tailgate Guys is the only company that will be able to fully maximize the Virginia Tech operation. Tailgate Guys offers a unique opportunity, in that it is the only company in the United States that has proven to create a \$2 million operation on a single campus and others in excess of \$1 Million.



- **Service-oriented Business Model:** Tailgate Guys is a hospitality management company that also owns its equipment. By making this distinction, we have built the following advantages into our business model:

Turnkey Service: By possessing all of the marketing, sales, hospitality, customer service, equipment, and production management capabilities in-house, Tailgate Guys is a turnkey operation that aims to provide a superior service to its guests.

Full Operational Control: Tailgate Guys is not dependent on subcontractors. By owning all equipment needed for the operation and successfully serving as the event coordinators, we streamline the process. This provides us with full operational control and the ability to adjust our inventory to meet the needs of the market.

Operational Longevity: Tailgate Guys was established seven years ago, and through our experiences, we have developed an operational and fiscal system that can sustain itself as a competitive and viable company for future years.

Low Overhead: Tailgate Guys is able to minimize overhead expenses by keeping operations in-house.

Past Performance and Management Ability: We anticipate that the Virginia Tech operation could be one of our most polished operations. As the founder and leader of the industry, Tailgate Guys is the only company equipped to facilitate this growth.

**TAILGATE GUYS IS THE ONLY COMPANY EQUIPPED TO
HANDLE THE MAGNITUDE OF THIS OPERATION AND
MAINTAIN CONTROL, POISE, AND ATTENTION DETAIL
ON THE NECESSARY SCALE.**

2.B.2 Security Measures

- Tailgate Guys will work with Virginia Tech Risk Management to develop campus specific safety precautions.



WHAT WE DO

FEATURES	Party Rental Company	Event Management Company	Luxury Hotel	
Superior Guest Services			•	•
Design, Source & Produce Event		•		•
Clearly Communicate Expectations		•	•	•
Large Inventory of Event Equipment	•			•
Industry Leading Quality Control Measures			•	•
Deliver, Set-up, & Tear-Down Equipment	•			•
Clean-up & Return Site to Original State				•
Strict Attention to Presentation		•	•	•
Reliable & Consistent Reputation			•	•
In-House Marketing & Branding Capability				•
Custom Branded Merchandise			•	•
Courteous & Helpful Bellhops			•	•
Full-Service Catering Coordination				•
In-House, On-Site AV Technicians				•
First-Class Online Marketing Presence			•	•
Largest & Best in Their Industry				•



PACKAGES & OFFERINGS



2.C PACKAGES & OFFERINGS (Reference RFP VI.C)

Tailgate Guys is a hospitality management company that provides full service reserved group tailgating. This proposal is in pursuit of expanding its services to Virginia Tech's campus.

Tailgate Guys offers a turnkey tailgate service to accommodate any tailgate size. Tailgate Guys' strategy is to build a base system around tailgate groups of 5-50, while also offering customizable tailgate packages that can accommodate groups well over 1000 guests. Tailgate Guys has reached a larger market by building the original base of the operation around groups less than 50 in size. In our experience, these groups often grow and upgrade into larger packages over time. Though the strategy of our operation is uniform packaging, each tailgate can be customized. Tailgate Guys' packages range from a basic package for a family or small group of friends to an elaborate corporate event featuring full catering, beverage, full media coverage, and other customized options for groups of any size.



TAILGATE PACKAGES

VARSITY PACKAGE

- ▶ Hosts up to 20 guests
- ▶ Reserved location
- ▶ 10' x 10' white tent
- ▶ (1) 6' table with white linen
- ▶ 5 tailgate chairs
- ▶ Personalized signage
- ▶ Option for catering and beverage

VARSITY+ PACKAGE

- ▶ Hosts up to 30 guests
- ▶ Reserved location
- ▶ 10' x 10' white tent
- ▶ (1) 6' table with white linen
- ▶ 10 tailgate chairs
- ▶ 120 qt. cooler with 40 lbs of ice
- ▶ Personalized signage
- ▶ Full media package w/ 42" LCD flat screen
- ▶ Option for catering and beverage

ALL AMERICAN PACKAGE

- ▶ Hosts up to 50 guests
- ▶ 20' x 20' white tent
- ▶ (3) 6' tables with white linens
- ▶ (2) 120 qt. coolers with 40 lbs of ice
- ▶ 15 tailgate chairs
- ▶ Recyclable paper plates, cups, napkins, utensils, and koozies
- ▶ Personalized Banner
- ▶ Option for catering and beverage
- ▶ Option for media package

THE CLUB PACKAGE

- ▶ Host up to 50 guests
- ▶ Premium Reserved location
- ▶ 20' x 20' high peak tent
- ▶ Full media package w/ 42" LCD flat screen
- ▶ (3) 6' tables with white linens
- ▶ (3) cocktail tables with linens
- ▶ (20) tailgate chairs
- ▶ (4) 120 qt. coolers with 40 lbs of ice
- ▶ Personalized banner
- ▶ Two fans as needed per weather
- ▶ Recyclable paper plates, cups, napkins, koozies and utensils
- ▶ Option for premium catering and beverage

MEDIA PACKAGE

The Media Package can be added as a supplement to tailgate packages and includes the following:

- ▶ 42" LG LCD flat screen television
- ▶ DISH programming with ESPN Game Plan as well as pay-per-view
- ▶ Tripod TV stand
- ▶ Power via Honda silent generator
- ▶ Full time on-site technical support

SUPPLEMENTAL ITEMS

Premium tailgate packages can be customized to include the following:

- ▶ Extra tables, chairs, and coolers with ice
- ▶ Cocktail tables
- ▶ Fans
- ▶ Media Packages
- ▶ Generators



TAILGATE GUYS HAS AGAIN ESTABLISHED A NEW MARKET, LARGE-SCALE, TURN-KEY TAILGATING.

2.C.1 Additional Hospitality Offerings

Due to our unique position as the industry founder and leader, Tailgate Guys is able to identify and capture new markets while also recognizing opportunities for growth and expansion. Tailgate Guys has identified an additional offering of expansion which will allow Virginia Tech to fully maximize this operation.

- **Special Event Tailgate Packages:** Tailgate Guys will coordinate all details regarding custom tailgate packages to ensure that each of our guests' needs are met. Each package will be customized to the type and size of event.

SPECIAL EVENT TAILGATE PACKAGES CAN ACCOMMODATE UP TO 2000 GUESTS AND MAY INCLUDE:

Event Staffing
Audio Video Service
Full service lighting options
Tents as large as 50'x120'
Tent accessories such as sidewalls and leg drapes
Tables
Chairs
Custom Linens
Cooling and heating
Power via generators



2.D STRUCTURE & PRICING (Reference RFP VI.D)



TAILGATE GUYS

2017 PRICING SCHEDULE

INDIVIDUAL GAME PACKAGES					
OPPONENT	DATE	VARSITY	VARSITY+	ALL AMERICAN	CLUB
Delaware	9/9	\$300	\$800	\$1000	\$1800
Old Dominion	9/23	\$300	\$800	\$1000	\$1800
Clemson	9/30	\$425	\$1100	\$1350	\$2250
North Carolina	10/21	\$375	\$950	\$1150	\$2000
Duke	10/28	\$375	\$950	\$1150	\$2000
Pittsburgh	11/18	\$375	\$950	\$1150	\$2000
FULL SEASON PACKAGES 20% OFF		\$1720	\$5035*	\$5440	\$10075*

*Media packages are not included in discount.

** Each tailgate package includes one parking pass.

SUPPLEMENTAL ITEMS	
TV Package	\$495/Game
Table with Linen Cloth	\$50/Game
Cooler with Ice	\$50/Game
Chair Bundle (set of five)	\$25/Game
Additional Parking Pass	\$150/Game, \$900/Season + S&H

*No supplemental items available to Varsity package.

**All American package able to add the Media Package only.





2.E CATERING OPERATIONS (Reference RFP VI.E)

Tailgate Guys has incorporated a robust catering management system that dates back to 2011. Tailgate Guys will select between three and five catering partners to facilitate the volume and demand from its guest base each game.

□ Guest Interface

- All guests of Tailgate Guys will have the opportunity to place a catering order for their tailgate or bring their own food and beverage.
- If the guest desires to order catering, all orders are placed directly with Tailgate Guys Catering Manager.
 - Catering orders can be placed over the phone, via e-mail or by utilizing our new, online ordering system which will be available this fall.
- Once the catering order is placed, the work is done for each guest and it is in the hands of Tailgate Guys and our catering partners.

□ Tailgate Guys Interface

- The Catering Manager will meet with each caterer to discuss the orders for said game and will also distribute a site map and location log indicating their catering customers locations. All guests of Tailgate Guys will have the opportunity to place a catering order for their tailgate or bring their own food and beverage.
- All caterers are responsible for delivery of each order to its respective tailgate.
- Tailgate management is on site throughout the day to assist in coordination and way finding for all catering deliveries.

□ Caterer Interface

- Tailgate Guys is the only client for each caterer.
- This process allows for direct and streamlined communication prior to game day as well as on game day.
- Tailgate Guys pays the caterer directly once all funds are collected from each Tailgate Guys guest.

□ Potential Caterers

- Tailgate Guys is very thorough in the selection of each caterer.
- Each caterer must demonstrate the ability to accommodate and deliver four or more orders per hour, for sometimes ten hours straight.
- The institutional caterer for Virginia Tech will be one of the primary caterers for this operation.



2.F OPERATIONAL OUTLINE (Reference RFP VI.F)

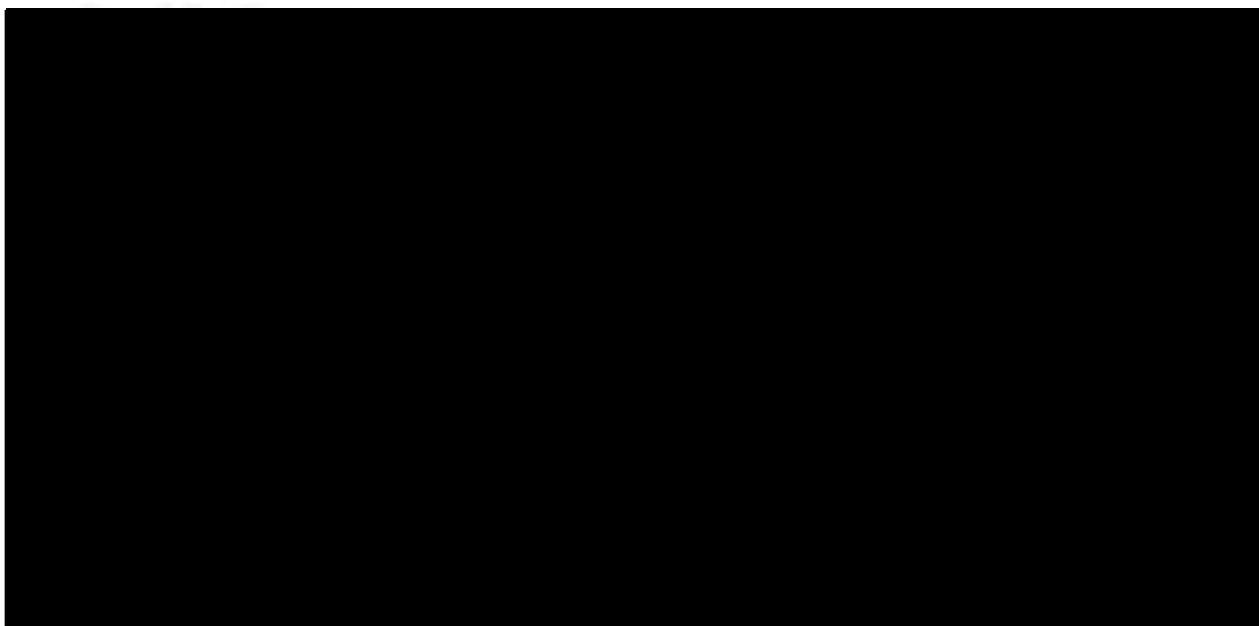
Tailgate Guys has built a solid reputation for streamlined logistics, repetitive execution, well-trained and courteous staff and an unsurpassed ability to complete the task at hand. This is due to the planning that takes place prior to each game and season. It also requires a dedicated staff with a company that is able to scale with ease as demand for our services grows.

All staff including executive and senior level team, management, administration, host/hostess, bell hops, interns and production labor meet two weeks prior to the first home game to review Tailgate Guys operating procedures, site layout, package information and amenities as well as performing a dry run. Each dry run consists of setting up 10% of the game day operation. This allows management to address any questions, concerns or labor issues prior to the week of the first event. This ritual has proven to be a beneficial team building exercise for new employees as well as being an informative practice session. This also reinforces existing Tailgate Guys staff training procedures - such as Tailgate Guys' Bootcamp - a new (2016) training requirement for all new hires.





Strategic Growth





2.F.2 Organizational Structure

As previously stated, Tailgate Guys pioneered the concept of providing a full-service tailgate operation through a partnership with the university. Today, we have maintained our position as the leading tailgate management service provider because we continue to improve and invest in our operations. We are confident that Tailgate Guys is the premier choice and partner for Virginia Tech because we are second to none, and we will continue to provide the best product for the Virginia Tech family.

TAILGATE GUYS HAS SUCCESSFULLY CREATED A SERVICE AND MANAGEMENT STRUCTURE THAT HAS PROVEN TO GROW AND WILL SUSTAIN ITSELF AS A VIRGINIA TECH TRADITION.

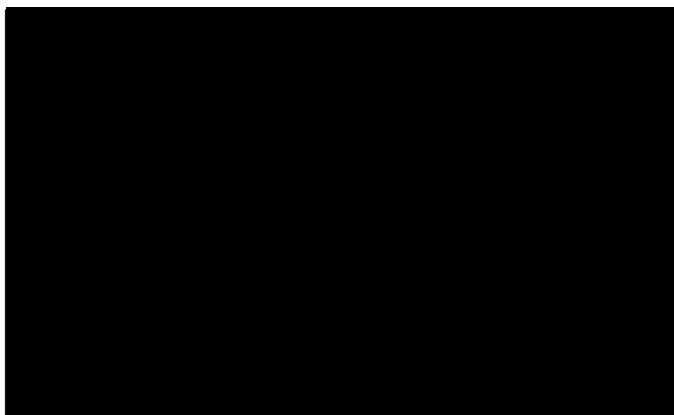
By the end of 2016, Tailgate Guys managed over 20,000 individual tailgates and game day events across the country. Since its inception in 2009, no company can compare to this growth. We might add that no one can compete with our level of passion and commitment this business.

TAILGATE GUYS IS THE ONLY COMPANY IN THIS INDUSTRY PROVEN TO POSSESS THE ABILITY TO CREATE AND MANAGE A \$2 MILLION TAILGATE OPERATION AND MULTIPLE \$1 MILLION+ OPERATIONS.

2.F.3 Staffing and Personnel

Tailgate Guys has been able to recruit an impressive management staff that consists of the most qualified, energetic, and passionate individuals.

The Virginia Tech operation will benefit from having upper level Tailgate Guys management oversee and implement the initial operation. President & CEO Parker Duffey, CFO Clay Jones, CPO Michael Otwell, Vice President Paul Willis, Operations Manager, Matt Jones and Business Development Manager, Eric Darvin will lead Tailgate Guys' Virginia Tech operation implementation. The Tailgate Guys team members are listed on the following page.



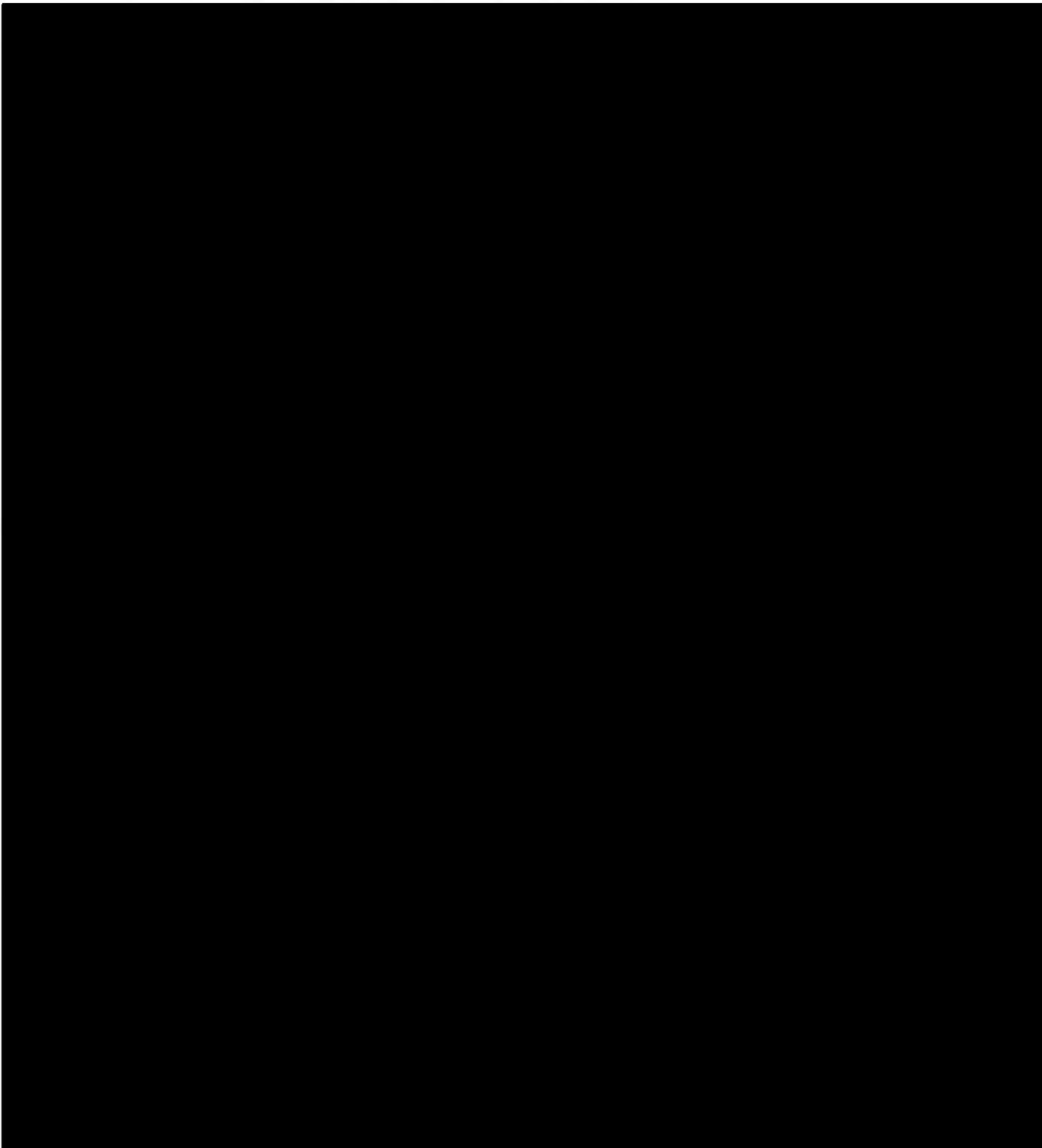
-
- ▶ **Production Labor:** Tailgate Guys solicits full-time and part-time production support from Virginia Tech student groups and members of the Blacksburg Community. Our production labor positions are highly sought after. Hourly wages start at \$10.00 per hour and go as high as \$18.75.
 - ▶ **Paid Internships:** Tailgate Guys will hire 1 to 2 interns to assist in all operations. The position will expose emerging professionals to several aspects of business development, customer service, and organizational logistics and will provide a unique and valuable experience to the intern. Hourly wages will start at \$11.00.
 - ▶ **Game Day Hosts:** Two game day hosts are hired to assist the Operations Manager at the Tailgate Guys' "Welcome Tent" for each home game. These hosts are recruited from the Virginia Tech student body and Blacksburg Community. Their duties will include the following:
 - Way-finding and tent location assistance for guests
 - Answering general questions and reservations questions
 - Maintain aesthetics of welcome tent
 - Assist in catering delivery coordination
 - Wages for hosts and hostesses range from \$12.00 to \$16.00 per hour.
 - ▶ **Bellhop Staff:** Serving as the ambassadors for Tailgate Guys and Virginia Tech, our bellhops typically serve as the first impression as face-to-face communication with most of our guests. Our bellhop position serves as a reward for exceptional performance as a member of the production team. This position is highly sought after by our production labor staff, and assist guests in unloading and transport of any personal items to their reserved tailgate location. Bellhop staff can be clearly identified on game day through a standard uniform and signage.





Management CVs

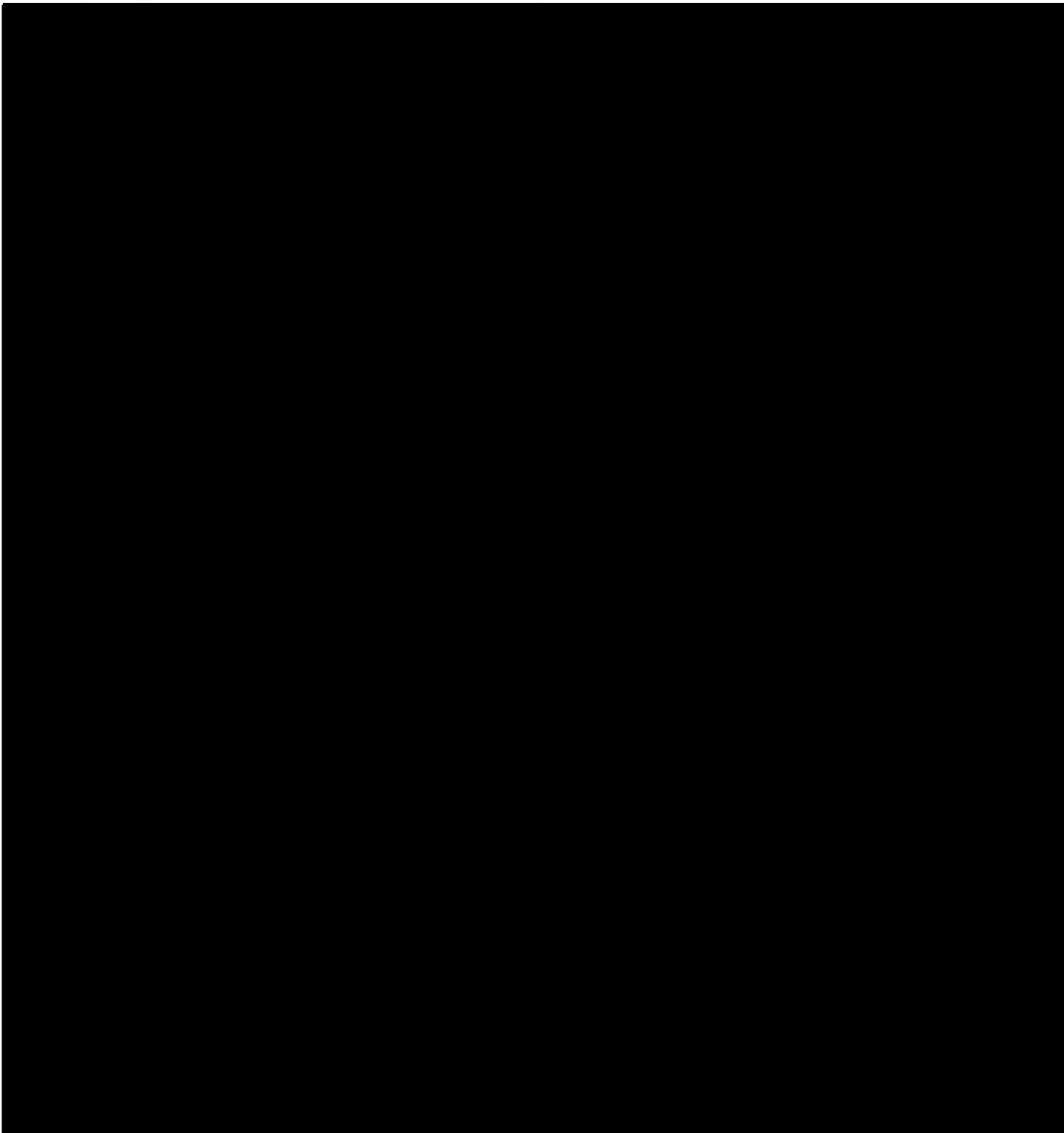
PARKER DUFFEY
PRESIDENT & CHIEF EXECUTIVE OFFICER



References are available upon request.



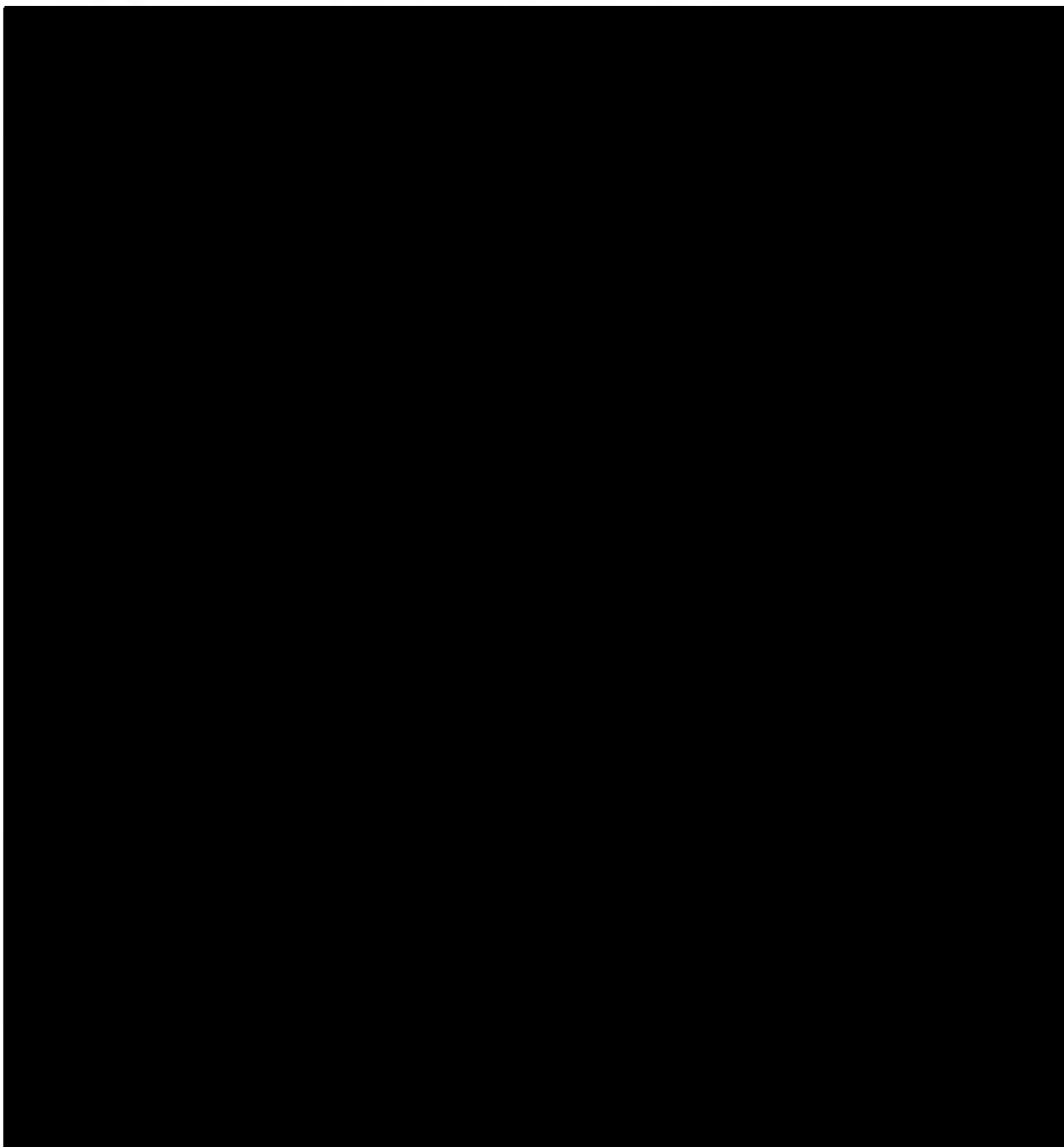
CLAY JONES
CHIEF FINANCIAL OFFICER



References are available upon request



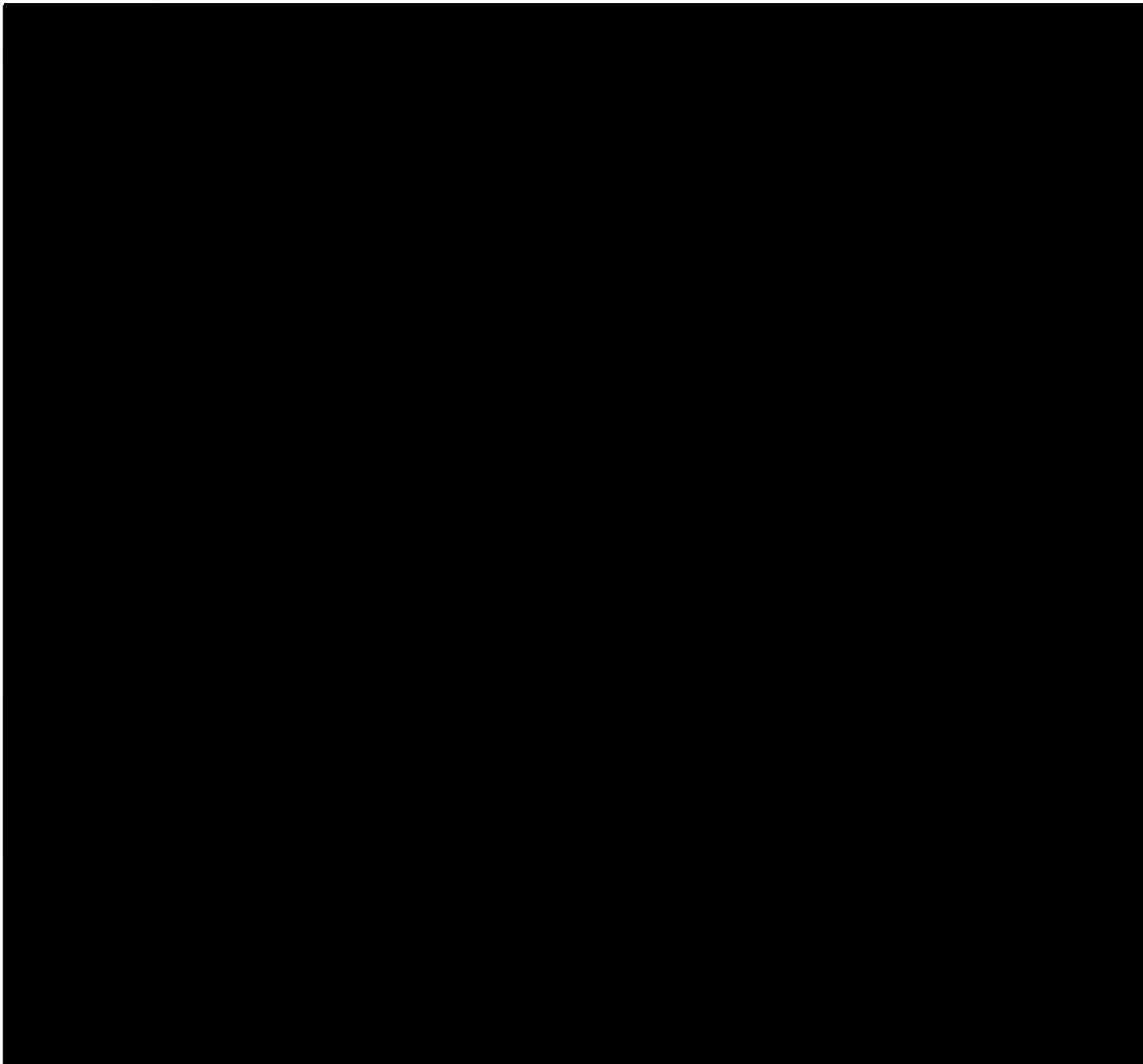
MICHAEL OTWELL
CO-FOUNDER & CHIEF PRODUCTION OFFICER



References are available upon request.



PAUL WILLIS
VICE PRESIDENT



References are available upon request

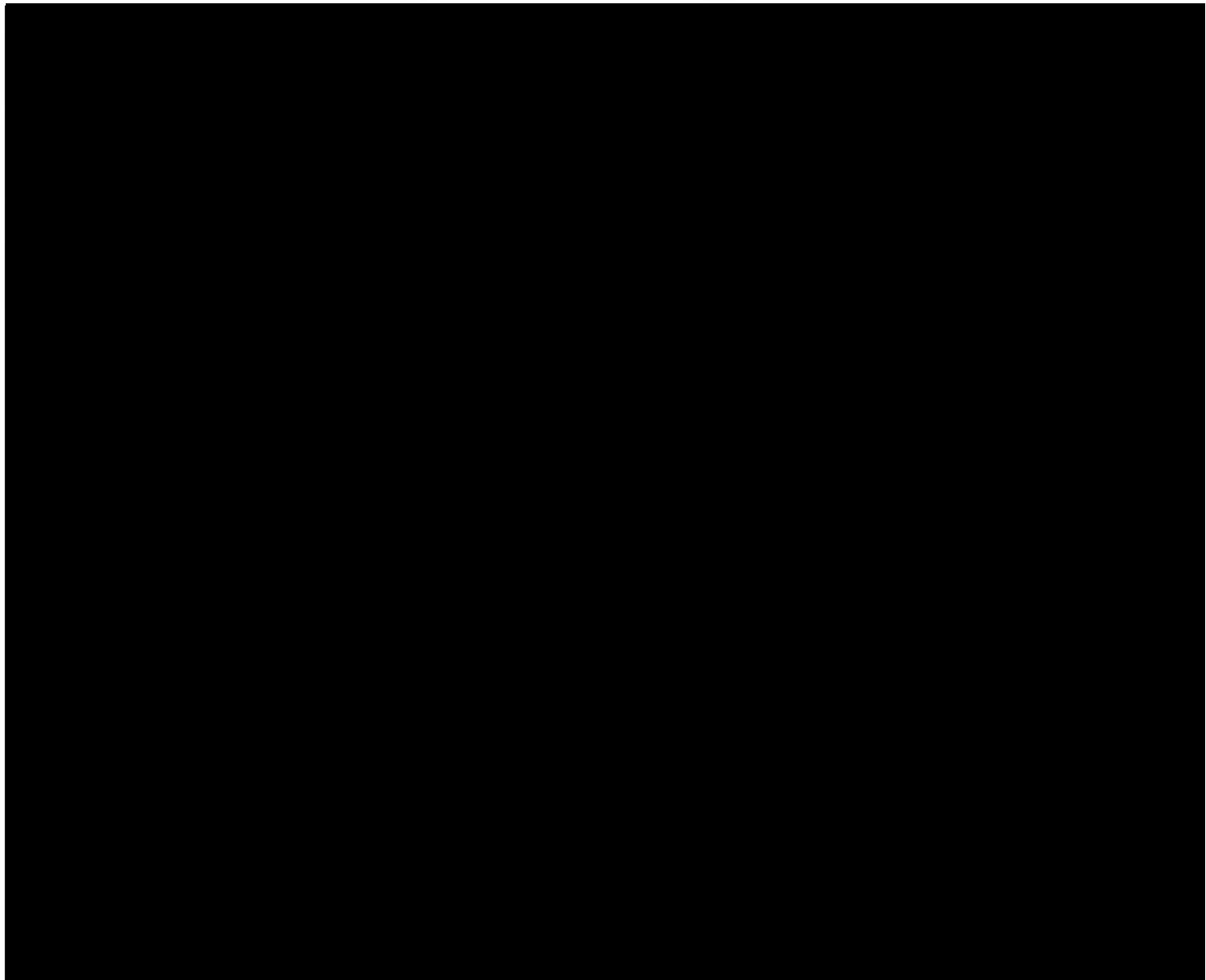


ERIC DARVIN
SALES & BUSINESS DEVELOPMENT

References are available upon request



MATT JONES
OPERATIONS MANAGER | [REDACTED]



References are available upon request



2.G MARKETING & GUEST SERVICES

(Reference RFP VI.G)

Marketing Strategy: Marketing and branding have always been a strength and passion at Tailgate Guys. Tailgate Guys' marketing strategy is now designed to keep its guests informed rather than soliciting substantial amounts of new business. However, initial marketing strategies for new campus expansions will be outlined in great detail upon the award of the contract.

TAILGATE GUYS HAS ESTABLISHED MANY RECIPROCAL RELATIONSHIPS WITH PEER INSTITUTIONS. DURING AWAY GAMES MANY PEER SCHOOLS AND FANS RECOGNIZE OUR COMPANY, AND WANT TO WORK WITH US WHEN THEY VISIT OUR CAMPUSES.

- **Public Relations:** Due to the unique nature of the Tailgate Guys' business model and its popularity on a national venue, our company has been featured in the following news and media outlets:

Sports Business Journal

Sports Illustrated

Inc. Magazine

ESPN U

USA Today

al.com

Southern Living Magazine

Travel Channel

CBS Sports

The Atlanta Journal and Constitution

Business Alabama

Local media outlets from West Virginia to El Paso, Texas

- **Personal Contact:** Tailgate Guys places importance on personal communication among its guests and university partners. Tailgate Guys will collaborate with Virginia Tech to develop a list of VIP's and entities that Tailgate Guys will directly contact with this opportunity.



- ▶ **Co-branding Strategy:** All marketing materials will be created by Tailgate Guys, and can be co-branded with Virginia Tech if the university desires. This strategy will help reinforce the Tailgate Guys/Virginia Tech partnership identity while also allowing Virginia Tech to share the customer service equity built by Tailgate Guys.
- **Website**
- **Mobile website**
- **E-mail blasts (see Appendix A for examples):**
 - To be sent to customers pre-game
 - To be sent to customers post game
 - Renewal Updates
- **Print Materials (see Appendix A for examples)**
 - Guests Information Packets
 - Site Map
 - Catering Menus
 - Game Day Logistics
 - 11x17 Schedule Poster
- **Info cards for Game Days**
 - Drop off pass
 - Christmas cards
- **Social Media**
 - Facebook
 - Twitter
 - Instagram
- **Donation of services throughout community**
 - Lighthouse Ministries
 - Fellowship of Christian Athletes (FCA)
 - Storybook Farms Ministries
- **Uniforms and Attire**

Though most would not consider uniforms to be an aspect of marketing, Tailgate Guys places great importance on the appearance of all staff members. Our staff member's appearance is the first impression to game day fans. Our staff and their attire is a marketing tool and is another example of Tailgate Guys' superior attention to detail.
- **Customer Gifts**
 - TG Bags
 - TG T-shirts
 - TG hats
- **Tent Signage**

See Appendix B, for example of co-branded signage.



- ▶ **Marketing Materials:** Marketing materials will include but not be limited to the following (see examples in appendix A):
 - ▶ **Website Monitoring and Analytics:** Tailgate Guys monitors all website traffic using web analytic software in order to warrant the effectiveness and demographic reach of our marketing campaigns.
 - ▶ **Web Blasts Monitoring:** In addition to website monitoring and analytics, web blast are also monitored and measured. Tailgate Guys compares data on how many recipients open, click, and respond to each blast. In our experience, we have identified optimal times of day and design features that attribute to higher response rates.
 - ▶ **Inquiry Monitoring and Assessment:** All inquiries whether via phone, e-mail, social media or website inquiries are logged and categorized by request type. Such details include but are not limited to the following:
 - Package of interest
 - Game of interest or season interest
 - Type of inquiry
 - E-mail
 - Phone
 - In person
 - Time and day of inquiry
 - Inquiry to Reservation Tracking
 - Tailgate Guys monitors the amount of time passed between an inquiry and a reservation booking in order to understand standard consumer behavior.
-

- ▶ **Note:** This information allows Tailgate Guys to accurately target our potential clientele and their specific interests. It also allows us to gauge the evolving interest of the public.



2.G.1 Guest Services

Tailgate Guys has designed a custom system that measures operational performance in all aspects of our business ranging from website activity monitoring and analytics to creating operational standards that can be assessed through templates and checklists on game day. This not only provides us with usable metrics for internal efficiency, it also ensures that our partners maximize their revenue, and our guests receive a quality service.

2.G.2 Guest Feedback Follow-up

Guest feedback is critical to the growth and improvement of our operation. While rare, guest complaints may occur, and Tailgate Guys applies a personal e-mail and/or phone call to address each complaint or concern. As mentioned previously, at Tailgate Guys we see guest issues as opportunities to bolster our already strong service reputation.

As a result we take critical steps to addressing issues that may arise by:

(1) logging the issue at the Tailgate Guys Welcome Tent, (2) the issue is then handled by the appropriate staff member, and (3) a manager immediately follows up to make sure the guest's concerns were addressed and resolved.

2.G.3 Guest Services Monitoring

Tailgate Guys strives for 100% customer satisfaction at each game. Our goal is for each guests' expectations to be exceeded. This is achieved through the attention to detail and having a careful ear to feedback, and we believe we are reaching our goal. In addition to procedures for guest feedback on game day, we also include anonymous customer surveys to monitor our performance. The use of these surveys has helped us continually refine and monitor our performance. These surveys serve as a testament to our dedication to continually improve the quality of our product and service for each event.

2.H FINANCIAL CONSIDERATIONS

(Reference RFP VI.H)

Please reference section 5



3. SPECIFIC REQUIREMENTS (Reference RFP VII.B)

3.A Insurance Coverage (Reference RFP VII.B.1)

Tailgate Guys shall, at its own expense, procure and maintain, without interruption during the entire term of this contract, insurance of the kinds and limits listed hereunder. Certificate(s) of insurance issued by the contractor's insurance carrier shall be furnished to Virginia Tech's Risk Management Department before beginning work and shall name Virginia Tech and Virginia Tech Athletics Department, The Virginia Tech System Board of Trustees, Faculty, Staff, and Agents as Additional Insureds on the General Liability, Employers' Liability, and Automobile Liability policies. The insurance coverages required under this contract are minimum limits required and are not intended to limit the responsibility or liability of Tailgate Guys. If any subcontractor is used to fulfill this contract, they or Tailgate Guys on their behalf, shall carry the same coverages and limits of insurance outlined herein. It shall be Tailgate Guys' responsibility to ensure compliance of this requirement.

Workers' Compensation and Employers' Liability Insurance

- a) Workers' Compensation Insurance shall be written in accordance with statutory coverage required by the State of Virginia.
- b) Employer's Liability Insurance shall be written with minimum limits of:
 - 1. Bodily Injury by Accident - \$1,000,000 each accident
 - 2. Bodily Injury by Disease - \$1,000,000 each employee

Commercial General Liability Insurance

Commercial General Liability Insurance shall be written on an occurrence form and shall provide at minimum the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Contractual Liability	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Rented Premises	\$ 300,000

In Addition the:

Policy must cover all activities to be performed by the contractor.

Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance shall be written to include coverage for bodily injury and property damage arising from ownership, maintenance or use of any and all owned, non-owned and/or hired automobile.

Minimum limit	\$1,000,000 Combined Single Limit
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Excess or Umbrella Liability Insurance

Minimum limit	\$1,000,000
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Each policy shall be endorsed to provide that the policy not be canceled, non-renewed, changed or allowed to lapse for any reason without thirty (30) days of written notice to Virginia Tech. Insurance policies meeting the requirements stated above shall be maintained for the duration of the project. Renewal certificates shall be sent to Virginia Tech thirty (30) days prior to any expiration date of coverage.

Virginia Tech shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or to underwriting on such policies.

3.B Storage & Facilities (Reference RFP VII.B.1)

Tailgate Guys shall, at its own expense, own or lease adequate facilities to house all equipment necessary to deliver services, adequate office space needed to host all administrative team members. Tailgate Guys currently owns or leases facilities in all eight cities with operations. Facility sizes range from 40,000 square feet to 12,000 square feet.



4. UNIVERSITY PARTNERSHIPS (Reference RFP VII.B.2)

4.A Our Partners and Guests

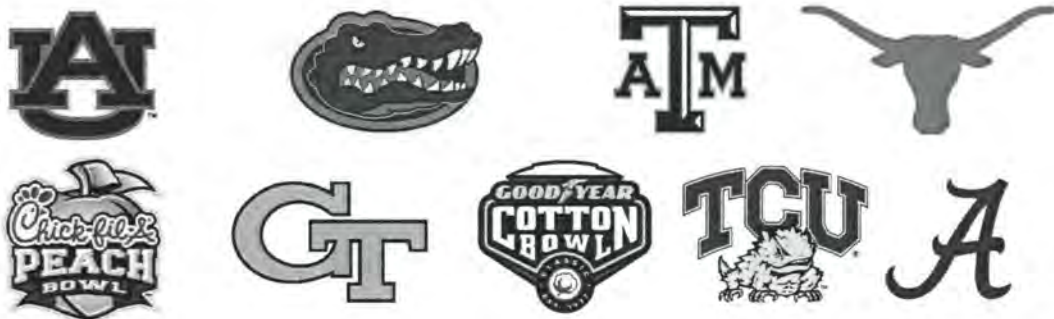
Tailgate Guys pioneered the concept of providing a full-service tailgate operation through a partnership with our university partners. However, we have maintained our position as the leading event management service provider because we continue to improve and invest in our operation. We are confident that Tailgate Guys is the ideal partner for Virginia Tech because we have proven to be the best in our industry and the most equipped to manage an operation the size of what will be created in Blacksburg and will take it to growth levels beyond what any other vendor could produce. We are committed to continual improvement of our product and services for the hokie community.

Tailgate Guys has successfully created an industry that has proven growth. By the end of 2017, Tailgate Guys will have managed over 20,000 individual tailgates on game day that span 7 universities and 2 bowl games (University of Florida, Auburn University, University of Alabama, Georgia Tech, Texas University, Texas Christian University, Texas A&M University, Chick-fil-A Bowl, and Cotton Bowl).

Tailgate Guys will be capable and ready to launch for opening sales within one month of contract execution.

TAILGATE GUYS HAS GROWN BY OVER 4400% SINCE 2009 AND WAS RECOGNIZED IN INC. MAGAZINE'S 5000 FASTEST GROWING COMPANIES IN AMERICA (RECOGNIZED IN 2014, 2015 AND 2016). SINCE ITS INCEPTION IN 2009, NO OTHER COMPANY CAN COMPARE TO THE LEVEL OF EXPERIENCE OR

OUR PARTNERS







4.C PARTNER REQUIREMENTS

Tailgate Guys has built each operation on the foundation of a true partnership with each athletic entity. In working together, a balance of responsibilities is established immediately to allow the operation to quickly establish as a Virginia Tech tradition. Tailgate Guys aims to be as self sufficient as possible but will have needs that can only be facilitated by Virginia Tech.

◻ Premises

- Tailgate Guys must have dedicated property from Virginia Tech to effectively plan and organize each tailgate. For this operation, Dietrick Lawn has been slated and is Tailgate Guys' ideal site as well.
- As the operation grows, Virginia Tech and Tailgate Guys will collaborate to identify growth properties for phase two and three of this operation.

◻ Waste

- Virginia Tech will provide trash bins and other receptacles (e.g. recycle bins), as necessary, for use by Tailgate Guys, their clients, and invitees. In connection with cleanup following each event, Tailgate Guys will collect trash in the Premises and to deposit same in trash bins provided by Virginia Tech.

◻ Marketing

- Tailgate Guys and Virginia Tech will collaborate to develop the most effective approach for the promotion of these services.
- Tailgate Guys will develop all marketing materials and Virginia Tech will distribute.
- Distribution channels will include e-mail blast, season ticket mailers, social media posts, direct contact with donors and signage in and around the Tailgate Guys' site. All marketing materials will be approved by Virginia Tech prior to distribution.

◻ Facilities Support

- Restroom facilities will be made available by Virginia Tech to all guests in the Tailgate area.
- All buried utilities will be located by Virginia Tech or by government line location services to ensure the proper installation of each tent. Tailgate Guys installs all tents to the manufacturers specifications.
- All irrigation will be paused during an agreed upon period to allow Tailgate Guys to perform its services.



4.D ADDITIONAL EVENT SERVICES

Please reference section 5.D for financial incentives in working with The Event Group

As Tailgate Guys, entered into its sixth year of operation, The Event Group was introduced in the winter of 2014 to support year-round tent, event rental and management needs. By applying the same principals and attention to detail that has made Tailgate Guys a regional brand, we offer the same premiere services in the event management and rental industry.

The Event Group has full capabilities to cater to any event outside of game day.

The Event Group's offerings include but are not limited to the following:

- Frame tents
- Pole tents
- Sailcloth tents
- Cleartop tents
- Farm tables
- Staging
- Flooring
- Basic banquet and round tables
- Variety of chairs
- Fencing
- Heaters
- Fans
- Cooling units
- Basic & custom linens
- Lounge furniture
- Market umbrellas
- Flatware
- Glassware
- China
- Custom Lighting



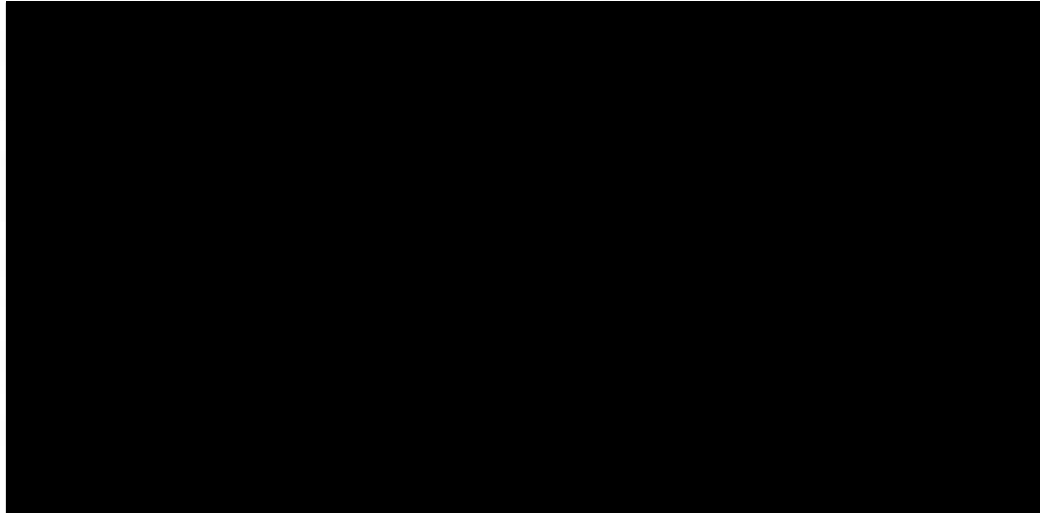
5. FINANCIAL STRUCTURE (Reference RFP VII.B.3)

Our industry statistics have proven that Tailgate Guys will produce an operation that will gross a significantly higher revenue than any competitor in the country. Our approach to business, performance, and continued success allows us to provide a higher quality product and service to Virginia Tech and our guests.

Tailgate Guys has acquired the experience necessary to develop accurate projections of costs, sales, and pricing. As a result, Virginia Tech will be able to maximize revenues through a partnership with Tailgate Guys. Tailgate Guys is offering the revenue sharing plan outlined below. This plan offers Virginia Tech the opportunity to maximize the revenue potential of the program, with the expectation that Tailgate Guys' operation will perform at a significantly higher growth and revenue rate than our industry competitors. Tailgate Guys also understands that this model presents the maximum contribution the business model will allow in order to maintain our high standards of service, product integrity, and a healthy cash flow.



5.A BASE FINANCIAL PROPOSAL





5.C RECONCILIATION PROCESS & REPORTING

- Season Close-out
 - Tailgate Guys and Virginia Tech officials will meet at the close of each season to discuss the overall performance of every facet of the operation including the financial component. At that time, Tailgate Guys will submit payment to Virginia Tech for the previous season.
- Reporting
 - Virginia Tech will receive a full sales report outlining the performance of the operation. An example of this report is attached on the following pages.





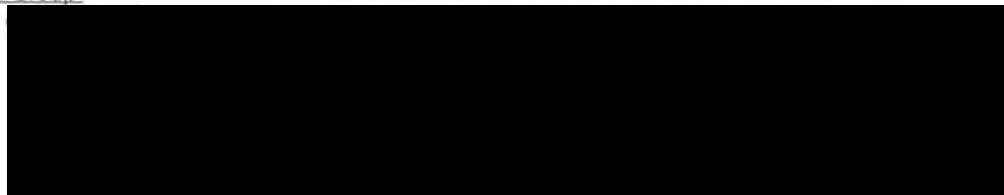




5.D ADDITIONAL FINANCIAL CONSIDERATIONS

Tailgate Guys will be a valued partner at Virginia Tech in areas that continue beyond that of the standard agreement. At many of our partnered campuses, Tailgate Guys is a valued event management partner for all year-round events through our sister company, The Event Group. Tailgate Guys also serves the community and other local charities as a steward of this partnership.

- o The Event Group



- o Signing Bonus



- o IMG/Virginia Tech Corporate Partnership:

- Tailgate Guys also looks forward to developing the ability to contribute to Virginia Tech IMG as a corporate partner or to an institutional fund or athletic fund to be selected by Virginia Tech.



6. SWaM PARTICIPATION

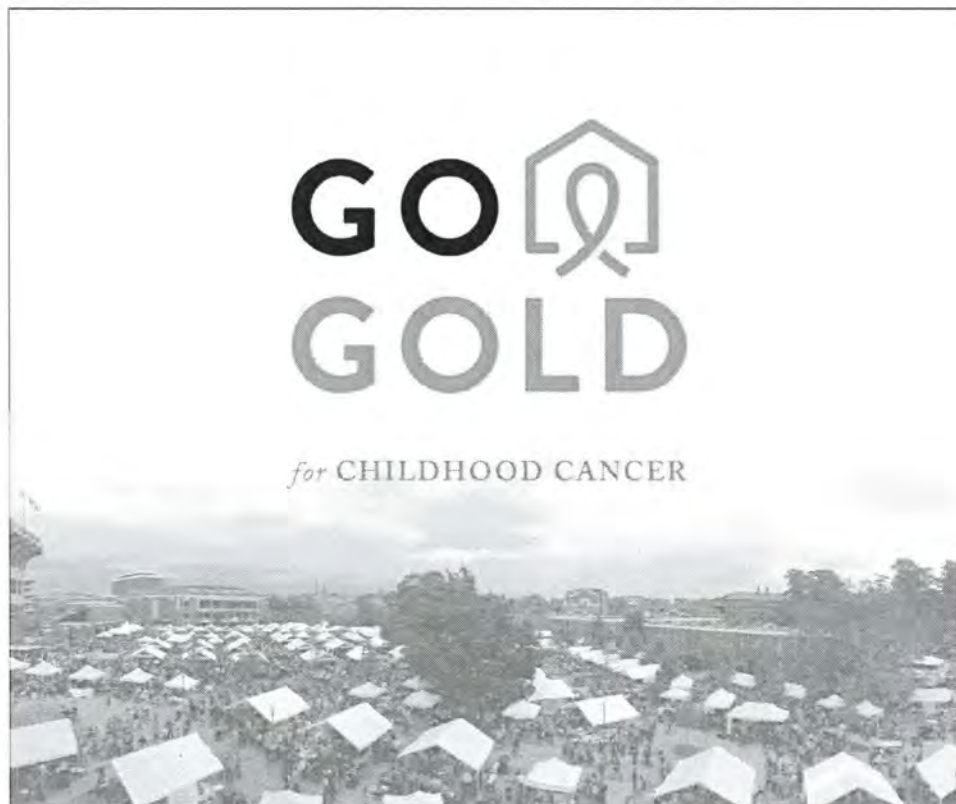
Tailgate Guys qualifies as a small business under Virginia Small , Women owned and Minority owned businesses. Tailgate Guys will be certified as a SWaM participant upon award of this contract.



APPENDIX A. MARKETING EXAMPLES

A.1 E-mail Blasts

Tailgate Guys takes advantage of e-mail blasts to keep our guests informed. By using the online service, Mailchimp, Tailgate Guys will send around 10-12 e-mail blast per year. The images below are examples of the images that Tailgate Guys has used in the past.





A.1 E-mail Blasts Continued





A.2 Print Materials - Information Card

RESERVE YOUR TAILGATE TODAY

We offer packages that can accommodate tailgates of almost any size. From a simple 10 x 10-foot tent with a table and chairs for a small family to an elaborate corporate event with catering, beverages, and game day media—we can cover it all.

ALL RESERVATIONS MUST BE PLACED NO LATER THAN 5:01 PM ON THE TUESDAY PRIOR TO EACH HOME GAME.

» VARSITY PACKAGE

For your family or a small group of friends, the Varsity Package can comfortably accommodate 10-20 guests.

- Premium reserved location near Lane Stadium
- 10x10-foot tent
- 5 tailgate chairs
- One 6-foot table with linens
- Option for catering and beverage
- Personalized signage

» VARSITY+ PACKAGE

For your family or a small group of friends, the Varsity+ Package can comfortably accommodate 20-30 guests.

- Premium reserved location near Lane Stadium
- 10x10-foot tent
- 10 tailgate chairs
- Two 6-foot table with linens
- One 120-quart cooler with 40 pounds of ice in each
- Full TV Package
- Option for catering and beverage
- Option to customize further
- Personalized signage

» ALL AMERICAN PACKAGE

For your big family or a large group of friends, this Package can comfortably accommodate 30-50 guests.

- Premium reserved location near Lane Stadium
- 20x20-foot tent
- Two 120-quart coolers with 40 pounds of ice in each
- 15 tailgate chairs
- Three 6-foot tables with linens
- Paper plates, paper towels, cups, utensils and koozies
- Option for catering and beverage
- Option to add full TV package
- Personalized signage

» CLUB PACKAGE

Designed to offer you "the works," the Club Package can comfortably accommodate up to 60 guests.

- Premium reserved location near Lane Stadium
- 20x20-foot high peak tent
- Full Media Package
- Two tent fans when needed
- 20 tailgate chairs
- (3) 6-foot tables with linens
- (3) cocktail tables with linens
- Four 120-quart coolers with 40 pounds of ice in each
- Paper plates, paper towels, cups, utensils and koozies
- Personalized tent banner
- Option for catering and beverage



A.2 Print Materials - Business Card

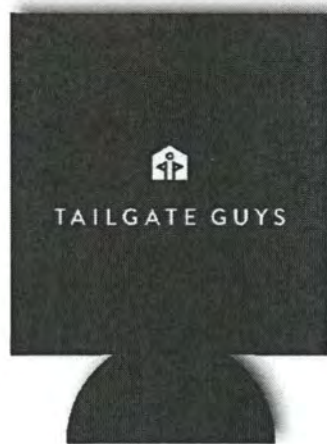


A.2 Print Materials - Tent Banner





A.2 Print Materials - Custom Products



RFP 0049738
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Kimberly Dulaney, CPSM, Phone: (540) 231-8543 e-mail: kdulane@vt.edu

DUE DATE: Proposals will be received until Friday, March 24, 2017 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.

☐ **Large**

☒ **Small business** – An independently owned and operated business that, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be small business when they have received SBSD small business certification.

☐ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

☐ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

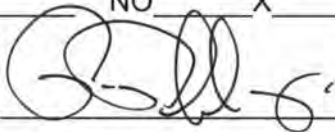
COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) Tailgate Guys LLC		FEDERAL TAXPAYER NUMBER (ID#) <div style="background-color: black; width: 100px; height: 20px;"></div>	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice) Tailgate Guys	
PURCHASE ORDER ADDRESS P.O. Box 3885 Auburn, AL 36831		PAYMENT ADDRESS P.O. Box 3885 Auburn, AL 36831	
CONTACT NAME/TITLE (PRINT) Parker Duffey, President & CEO			E-MAIL ADDRESS parker@tailgateguys.com
TELEPHONE NUMBER (334) 209-1259	TOLL FREE TELEPHONE NUMBER n/a	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS n/a	

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES _____ NO X

SIGNATURE
(IN INK)



Date: _____

3.20.2017

01/01/2017

ATTACHMENT A
TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

http://www.procurement.vt.edu/html.docs/terms/GTC_RFP_01012016.pdf

ADDITIONAL TERMS AND CONDITIONS

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: <u>Tailgate Guys</u>	March 24, 2017	3:00pm
Name of Bidder or Offeror	Due Date	Time Due

<u>P.O. Box 3885</u>	#0049738
<u>Street or Box No.</u>	<u>Solicitation Number</u>
<u>Auburn, AL 36831</u>	<u>Turnkey Reserved Group Tailgating Event Management Services</u>
<u>City, State, Zip Code</u>	<u>Solicitation Title</u>

Name of Procurement Officer: Kimberly Dulaney

The envelope should be addressed to:

ADDENDUM # 1 TO RFP # 0049738

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE	ORIGINAL DUE DATE AND HOUR
March 16, 2017	Friday, March 24, 2017, 3 pm

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: **Kimberly Dulaney, CPSM, CUPO**,
Assistant Director and Contracts Manager
E-MAIL ADDRESS: kdulane@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Turnkey Reserved Group Tailgating Event Management Services

1. The following questions have arisen as a result of the aforementioned RFP:

Question 1. With this being a 5-year contract is Virginia Tech looking to do any kind of permanent or semi-permanent infrastructure to support the village (i.e. bathrooms, cement pads, lighting, power, water, etc.).

Virginia Tech Answer: Not at this time.

Question 2. As a date has not been set yet to define the actual space are there size considerations we should stay within (i.e. 250'x250')?

Virginia Tech Answer: This will be determined after a scope of work has been agreed upon with the winning vendor. Please present your proposal in a conceptual format.

Question 3. Is the first event April 22, 2017?

Virginia Tech Answer: That is the date of the spring game. Please indicate if it is feasible to provide any services at the spring game.

Question 4. Does the infrastructure need to be removed between games or can it remain all season? They ask us to describe our storage recommendations.

Virginia Tech Answer: The infrastructures should be removed between home games.

Question 5. Is there an estimated number of fans the village should be catering too? What is their overall financial goal with this Tailgate plan?

Virginia Tech Answer: The answer is unknown at this time. This is a new concept. The financial goal is contingent on the proposals and the success of the program.

Question 6. Who is responsible for selling tailgate packages? University or bidder?

Virginia Tech Answer: The Vendor will be responsible for selling tailgate packages.

Question 7. What is the projected fan capacity within the designated tailgate area?

Virginia Tech Answer: This is unknown.

Question 5. Will the designated tailgate area be located within "prime real estate / very close to stadium"

Virginia Tech Answer: That is the intent at this time.

Question 6. Is there a target ticket price in mind?

Virginia Tech Answer: The Vendor will be responsible for setting prices.


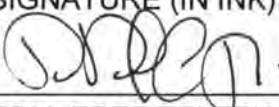
Question 7. Would we need to work with other University vendors (security, ushers, etc.)

Virginia Tech Answer: The Vendor will be expected to provide ushers, etc. but will be expected to work with the Virginia Tech Police Department and the Campus Catering Services.

Question 8. Is there an opportunity to integrate sponsors into tailgate area?

Virginia Tech Answer: This will be discussed during any negotiations. It should be included in the proposal if the proposal is contingent on sponsors.

2. No other inquiries will be accepted for this solicitation.
3. All other terms, conditions and descriptions remain the same.
4. The due date and hour remains Friday, March 24, 2017, 3 pm.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) Tailgate Guys LLC		FEDERAL TAXPAYER NUMBER (ID#) 	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
BILLING NAME (Company name as it appears on your invoice) Tailgate Guys		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
PURCHASE ORDER ADDRESS P.O. Box 3885 Auburn, AL 36831		PAYMENT ADDRESS P.O. Box 3885 Auburn, AL 36831	
CONTACT NAME/TITLE (PRINT) Parker Duffey, President & CEO		SIGNATURE (IN INK) 	DATE March 20, 2017
E-MAIL ADDRESS parker@tailgateguys.com	TELEPHONE NUMBER (334) 209-1259	TOLL FREE TELEPHONE NUMBER n/a	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS n/a

Revised 07/01/2016

April 13, 2017

Tailgate Guys LLC
Attn: Parker Duffey
P.O. Box 3885
Auburn, AL 36831

Dear Parker:

Subject: Virginia Tech RFP #0049738

Thank you for submitting a proposal in response to the subject RFP.

We have reached the point in the evaluation process where we are ready to negotiate as provided for in Section VIII.B of the RFP. We are pleased to inform you that Tailgate Guys LLC has been selected for negotiations. Therefore, we would appreciate your response to the following:

1. Your proposal states that Tailgate Guys will donate 10% of all revenue generated to a campus organization selected by Tailgate Guys. Virginia Tech would like to select the organization in cooperation with Tailgate Guys. Is this acceptable?
2. Please confirm that the 10% donation is based on gross revenues. Define "generated revenues".
3. Your proposal states that your Corporate Partner will be IMG or other institutional fund selected by Virginia Tech. Define how much you are willing to contribute to a selected corporate partner. Confirm that this is in addition to all other proposed funds.
4. Confirm the price to consumers for the game packages proposed are per package and not per person.
5. Confirm that coolers and any other food container that will be re-used will be verifiably sanitized between uses.
6. Please outline your catering program. Describe how you determine what caterers you use and what the partnership looks like.
7. Your proposal states that you pay the caterer when you are paid. Virginia Tech requests that you pay the caterer within the caterer's terms regardless of payment status. Is this acceptable?
8. Please outline your alcohol policy. Does Tailgate Guys secure all permits or is this the responsibility of Virginia Tech?
9. Will Tailgate Guys be able to launch this Tailgate program by the first home game of the 2017 Football season, September 9, 2017?
10. Describe your plans to secure the workforce to staff the tailgate village.

11. Please delete the option for customers to purchase parking passes from Tailgate Guys. All parking passes must be purchased from Virginia Tech as is currently done.
12. Confirm "Tailgate Availability" hours. Please detail a projected schedule for night games on weekends or weekdays.
13. Please provide a timeline of implementation for the 2017 football season. Provide information on what is required from Virginia Tech.
14. Can you provide more details on how your revenue projections on page 45 or your proposal? What data supports these projections?
15. The proposal offers a tiered revenue sharing program. Virginia Tech requests a flat 20% on all gross revenues. Is this acceptable?
16. Are there additional value-added incentives that Tailgate Guys can offer such as scholarships or recycling or marketing incentives?
17. Outline all responsibilities of Virginia Tech in providing the space and/or services to facilitate the tailgating services you propose.

Your response by 10:00 am on Friday, April 21, 2017, will be greatly appreciated.

Sincerely,



Kimberly Dulaney
Assistant Director & Contracts Manager
(540) 231-8543



April 19, 2017

Ms. Kimberly Dulaney
Assistant Director & Contracts Manager
Procurement Department
Virginia Tech University
300 Turner Street NW
Blacksburg, Virginia 24061

Re: Response to Letter Dated April 13, 2017 Regarding RFP #0049738

Dear Kim:

Tailgate Guys is extremely excited to be in position to finalize an agreement with Virginia Tech to provide tailgate services.

We are pleased to present responses to your questions below:

1. Yes, in regard to the donation of 10% of all revenue generated on campus by our sister company The Event Group, Virginia Tech may make the selection of which campus organization is the recipient of such donations in cooperation with Tailgate Guys.
2. Yes, the 10% donation is based on gross revenues generated on Virginia Tech's campus by our sister company, The Event Group. For this purpose "generated revenues" will mean the gross amount of revenue actually received from clients for Event Rental services provided by The Event Group during a calendar year and, with regard to revenue from catering or other third-party service provided in connection with services provided by The Event Group, only including the royalties or mark-up on such revenue.
3. Tailgate Guys will work directly with IMG, as Virginia Tech's Multimedia Partner, to establish a mutually beneficial arrangement to support their Event Management and Rental needs that would be provided by The Event Group. Any potential revenue/contribution streams from such an arrangement would be contingent on the terms of the agreement between Tailgate Guys (doing business as The Event Group) and IMG.
4. Yes, the pricing proposed is per package, and not per person.



5. Yes, all coolers are cleaned between uses.
6. Tailgate Guys will work directly with three to five caterers to establish a preferred/approved caterer program. Tailgate Guys will review proposals from several caterers to assess the quality of the product and services while also determining if each caterer can effectively manage the logistics required to fulfill all orders in a timely manner. Each caterer would provide preferred pricing for Tailgate Guys, and Tailgate Guys would impose a marginal service fee based on a percentage of each sale. Tailgate Guys will include Virginia Tech's institutional caterer as a preferred vendor.
7. Yes, we agree to pay any caterer according to the terms of our arrangement with the caterer, regardless of payment status.
8. Tailgate Guys does not hold any alcohol-related licenses and subcontracts any such services to third parties who present proper licensing credentials to Tailgate Guys. The majority of our customers elect to provide their own beverages. Tailgate Guys defers to the University's practices with respect to any allowance of alcohol on campus on gamedays. The use of alcohol is not managed by Tailgate Guys except that we do report to the proper authorities any actual, reported or suspected disturbance or threat arising from the improper influence of alcohol or other substances.
9. Yes, we will be able to launch by September 9, 2017, with the only limiting factor having a contract in place without any extended delay.
10. Just as we have at our seven existing locations in the past, we will immediately begin from recruiting existing resources and new hires with the appropriate qualifications to service Virginia Tech. Our managers currently in place are specifically trained to handle this critical effort, and we expect to mirror past success. Specifically, we will be relocating a high-performing manager from one of our established, major locations to manage the planning and execution of our services to Virginia Tech.
11. Yes, we will remove the option to purchase parking passes from Tailgate Guys.
12. Access to the tailgate areas will begin six to eight hours prior to kickoff or at 9:00 AM, whichever is later. This is also subject to existing tailgate guidelines at Virginia Tech.
13. Please refer to Exhibit A.
14. The revenue projections provided on page 45 of our proposal are based on three of our markets that have characteristics in common with Virginia Tech. These



projections are based on historical results that, in connection with the proposed terms for Virginia Tech, provide a reasonable basis for our estimates.

15. The tiered revenue ensures a certain contribution level as we invest in equipment and personnel to establish our services. While we are not able to adjust the revenue sharing based on the proposed contract length, we offer for your consideration an adjusted revenue sharing arrangement under an 8-year minimum initial term which would provide for revenue sharing of a fixed 18% revenue sharing for the first 5 years and a fixed 20% revenue sharing for years 6 through 8.
16. We have not priced our services to include any additional financial commitments such as scholarship funding. The 10% of Event Rental revenue donation could be utilized for scholarships. We do work with existing recycling programs and can work with the University's existing recycling program to ensure recycling receptacles are in place and available for use at the University's expense.
17. In order to ensure our mutual success under our contract as proposed, our past experience points to following primary responsibilities being performed by Virginia Tech;

General Operations, Access and Setup

- Assignment of operations contact within athletics department
- Exclusive use of the premises as described in proposal
- Underground utility line location contact/procedure
- Availability of access and staging areas for install and break down
- Access for staging for one vehicle per 20 tailgate packages on game day
- Issuance of any required University on-campus permits
- Availability of guest drop-off passes into any secured areas as needed to provide guest access to bellhop services during limited hours of bellhop services.

Waste and Recycling

- Delivery and removal of waste and recycling receptacles. Tailgate Guys will place all waste generated within the tailgate footprint and place in University provided waste and recycling receptacles.
- Specific contact for waste management from within the university

Marketing

- Assignment of marketing contact within athletics department
- Virginia Tech apparel ordering contact person and process
- Tailgate Guys shall provide brief summary of Game Day Services offered by Tailgate Guys and provide a link to the Tailgate Guys' website for Virginia Tech to include on its official game day webpage.



- Marketing access provided by the involved entities. Tailgate Guys is responsible for the creation of all marketing materials. Marketing distribution resources include but may not be limited to:
 - a. Emails distributed on Tailgate Guys' behalf by Virginia Tech Athletics, the Hokie Club, Virginia Tech Student Affairs and other relevant entities
 - b. Social Media posts on Tailgate Guys' behalf by Virginia Tech Athletics, the Hokie Club, Virginia Tech Student Affairs and other relevant entities
 - c. Marketing insert provided by Tailgate Guys be included in all football season ticket mailers

Security

- Game day police presence or contact information

While we may encounter other roles needed by Virginia Tech for our mutual success, we believe list is a fulsome outline of the primary responsibilities.

We appreciate the opportunity to present these responses move closer to a mutually beneficial contract for Virginia Tech!

Bests regards,

Parker Duffey
President

Attachment: Exhibit A



Exhibit A

Tailgate Guys Timeline: Operation Initiated 2017

- April 28, 2017: Finalize terms, secure agreement
- April 28, 2017: Finalize all operational plans
 - Site Maps
 - Facilities coordination
 - Waste and Recycling, etc.
 - Package offerings
- April 28, 2017: Complete all marketing materials/plan
 - Finalize brand
 - Website
 - Web blasts
 - Print Materials
 - Identify donor tiers for tiered release structure. This would be a collective effort with TG, VT and the Hokie Club.
- May 1, 2017: Publically announce partnership and announce release process for later in May.
- May 1st through May 15th: Meet with Virginia Tech departments and development groups to discuss tailgate options.
 - May 15 Release and Announcement Timeline
 - Week One-two: Highest Tier Donors, Displaced Patrons and Premium Services Wait-list (Suites, club, etc.)
 - Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.
 - Two weeks of exclusive reservations
 - Face-to-face meetings for key participants as needed—Hokie Club recommendations only.
 - Contact all visiting Alumni Associations
 - Week Three: Mid Level Donors
 - Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.
 - One week of exclusive reservations
 - Week Four: General Boosters and Season Ticket Holders
 - Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.



- Press Release
- Social Media Announcement using VT resources
- One week of exclusive reservations
- June 5, 2017: Catering Plans Finalized (Release publically in August)
- June 5, 2017: Open to Public
 - Contact all University and Alumni Association contacts outlining the concept and opportunity.
 - Faculty
 - Students
 - Parents
 - Social Media blasts using Athletics' resources
 - Reservations will be made available to the general public
- July 14, 2017: All equipment must be ordered
 - Branded items may need to be ordered sooner.
- August 1: Open all catering reservations
- August 11: Complete staffing
- August 12: Initiate Tailgate Guys "Boot Camp"
- Season Begins
- December 1: Season Close
- No later than January 31, 2018: Season closeout
 - Review year in detail with Virginia Tech
 - Improvements for 2018
 - New initiatives
 - Financial performance

April 27, 2017

Tailgate Guys LLC
Attn: Parker Duffey
P.O. Box 3885
Auburn, AL 36831

Dear Parker:

Subject: Virginia Tech RFP #0049738

Thank you for submitting a proposal in response to the subject RFP and our letter dated April 13, 2017.

1. Please outline the role The Event Group will have in this contract. Will The Event Group have a separate contract or are they a sub-contractor of The Tailgate Guys?
2. Are the items ordered through The Event Group included in the Gross Revenue figures and will these items be included in the revenue sharing proposal?
3. You propose a 10% donation to a campus organization based on the royalties or mark-up of items provided by The Event Group. Is the 10% donation you propose in above and beyond the Gross Revenue figures you propose? Please outline what items or services will be handled by The Event Group and will be included in the 10% donation piece of your proposal.
4. Can Virginia Tech elect to apply these funds to a "project" instead of a campus organization?
5. You confirmed that the coolers are cleaned between uses. Please confirm that the coolers will be sanitized.
6. Please outline the Bellhop and Shuttle Services you propose. Is there a radius from where you pick up and return? Will Tailgate Guys be providing all vehicles for these services?
7. Do you currently hold licensing arrangements with IMG or Collegiate Licensing Corporation? Do you agree to follow procedures outlined for Licensing and Trademarks as stated in the Request for Proposal Special Terms and Conditions, item number 4?
8. For removal of Waste and Recycling, who is responsible for paying for the removal of waste tonnage?
9. For Security, you state that it is the Universities responsibility to provide a police presence or contact information. Please explain what is required to meet this obligation.

Invent the Future

10. Will you agree to allow Virginia Tech's caterer, Professional Touch Catering, first and preferred rights to cater individual tailgating parties? (i.e., Alumni Association, Foundation, etc)
11. You propose an 8-year initial term with a fixed 18% revenue sharing for years 1-5 and a fixed 20% revenue sharing for years 6-8. If it is decided to enter into this arrangement, will the cancellation clause currently in the RFP be acceptable? What types of reports will you provide to support reconciliation?
12. Are there any other documents that need to be incorporated into the contract? If so, please submit as they will have to be reviewed by Legal.
13. Are you bringing other schools online for a tailgate program to begin in the 2017 football season? If so, how many are coming onboard? How will this affect a contract with Virginia Tech should a contract be awarded to begin services for the 2017 football season?
14. How many employees do you anticipate staffing a tailgate village? What is the plan to recruit these employees?
15. Please outline any changes to an implementation plan for the 2017 football season.

We would like to continue the negotiation process reached the point in the evaluation process as provided for in Section VIII.B of the RFP. Therefore, we would appreciate your response to the following:

Your response by 10:00 am on Tuesday, May 2, 2017, will be greatly appreciated.

Sincerely,



Kimberly Dulaney
Assistant Director & Contracts Manager
(540) 231-8543



May 2, 2017

Ms. Kimberly Dulaney
Assistant Director & Contracts Manager
Procurement Department
Virginia Tech University
300 Turner Street NW
Blacksburg, Virginia 24061

Re: Response to Letter Dated April 27, 2017 Regarding RFP #0049738

Dear Kim:

We are pleased to present responses to your questions below:

1. The Event Group will not provide any services under this contract. Any on-campus events that utilize the Event Group, on an as needed basis, will enter into separate contracts with The Event Group.
2. Any items to be ordered through The Event Group are not included in the Gross Revenue figures and are not included in the revenue sharing proposal.
3. The 10% donation is above and beyond the Commission in our proposal.

The Commission is based on Gross Revenue (defined in 11 below) generated by the sale of tailgate packages and related gameday services described in Section 2.C, 2.D and 2.E of our proposal (the "Partnership Outline") dated March 24, 2017.

The donation is calculated based on revenues generated on Virginia Tech's campus that do *not* result from tailgate packages and related gameday services. The donation is based on revenue generated by our sister company, The Event Group. Services provided by The Event Group may occur throughout the year.

The Event Group provides event rental items such as: tents, tables, chairs, linens and more. Many of these items will differ in type from the equipment used for tailgating. Please also refer to www.theeventgrouprentals.com.

4. Yes, Virginia Tech can elect to apply donations to a "project" instead of a campus organization.



5. Yes, coolers are cleaned prior to each game day with a sanitizing solution.
6. Bellhop services are provided to customers via a predetermined, single drop-off area. Hand carts or golf carts are then used to distribute drop off items to individual tailgates. No shuttle service will be provided to transport any Tailgate Guys patrons.
7. No, Tailgate Guys does not hold licensing arrangements with IMR or Collegiate Licensing Corporation. Yes, we agree to follow procedures outlined for Licensing and Trademarks as stated in the Request for Proposal Special Terms and Conditions, item number 4.
8. Tailgate Guys will provide all labor associated with getting waste into receptacles. All receptacles and removal of waste from receptacles is the responsibility of Virginia Tech consistent with other tailgate areas on campus.
9. Tailgate Guys provides professional security for the purpose of protecting its equipment. Consistent with the broader campus, Virginia Tech is responsible for provided security as needed for patrons. We need to be provided current phone number(s) for police or campus security as needed in the event we decide to report a situation that may warrant police attention.
10. Yes, we will allow Professional Touch Catering to be a preferred vendor. While we do not control who our customers select for catering, we will list them as the only preferred vendor on our website along with no less than three other approved vendors.
11. We propose a cancellation clause requiring mutual agreement by both parties to terminate the agreement.

In regards to a revenue sharing reconciliation, for each annual revenue sharing payment, we provide a sales report that supports the revenue sharing amount payable. The revenue sharing is based on Gross Revenues which shall mean the gross amount of revenue actually received from clients for tailgating services during a calendar year, and with regard to revenue from catering or other third-party service only including the royalties or mark-up on such revenue. Payment of the Commission, if any, shall be made no more than thirty-one (31) days after the last home football game of each calendar year.

12. We do not have any additional documents that need to be incorporated into the contract. However, we can provide our standard contract template for purposes of drafting the contract.



13. We are currently in final negotiations with Wake Forest University and have been selected as the successful bidder for the Tailgate Services RFP at the University of North Carolina. We are in conversation with other institutions, but none of them have moved to final negotiations. In the event that additional partnerships are created, Tailgate Guys would bolster existing management plans which would create additional advantages for each partner and Tailgate Guys.

In developing our growth plans for Virginia Tech, a key component to allow Tailgate Guys to best serve Virginia Tech was securing additional partnerships in this region. This provides Tailgate Guys with an enhanced ability to provide a deep, professional management team, additional labor resources and more extensive inventory to Virginia Tech and their fans in the first year than if the Virginia Tech operation were developed independently. This model, for example, is used in Texas through establishing three partnerships in the state. This model has created synergies of great value to each Texas school as well as to Tailgate Guys.

14. See Exhibit A for staffing plan.
15. See Exhibit B for timeline for implementation.

Please contact me if I can answer any additional questions.

Best regards,

Parker Duffey
President



Exhibit A

Virginia Tech Operation Staffing Plan

1. Staffing Needs

- a. Regional Director/Vice President
 - i. Though this position is not necessary in the first year of operations, Tailgate Guys is in conversation with an ideal candidate for this role. If we finalize an agreement with Virginia Tech, we will likely move to hire this individual.
- b. General Manager
 - i. This position will be filled with an internal hire with experience in the Tailgate Guys system. This individual has already agreed to relocate his family from Texas to oversee this operation. The candidate has demonstrated the ability to oversee more than one operation at a time and has built a labor force for more than one operation. The General Manager oversees all day to day of the Virginia Tech operation.
- c. Project Manager
 - i. If a contract with Virginia Tech is executed, Tailgate Guys will hire an additional project manager that would directly participate in this operation. The project manager is responsible for guest interaction and communication while also playing a direct role in building a labor force coordinating with operations. You can also view this person as a customer-facing account manager.
- d. Operations Manager
 - i. This position will be filled upon execution of the Virginia Tech agreement. The operations manager oversees the production managers of each location in their region. An operations manager would oversee no more than five production managers. Operations Managers are directly responsible for the successful execution of all operational aspects of each operation. This is done through oversight and process management in managing each production manager.
- e. Production Manager
 - i. This position will be filled internally by an existing production manager. The individual has already agreed to relocate from Tuscaloosa, Alabama where he has served as the production manager for the last three years. This candidate has built and managed teams of crew chiefs and labor successfully and will do the same in managing the Virginia Tech operation. In addition to overseeing the crew chief, the production manager will also oversee a crew of five to six.



f. Crew Chiefs

- i. It is expected that one crew chief will be needed for Virginia Tech in year one. This individual will report directly to the Production Manager and will oversee a crew of five to six.

g. Crew Members

- i. We expect the Virginia Tech operation to be fully staffed and capable with 10 to 12 crew members. In addition to the crew, each crew chief, production manager, operations manager, project manager and general manager participate in on-site operations.

2. Recruitment

- a. Tailgate Guys has always been very resourceful in recruiting and retaining labor. We use traditional methods such as Online marketing, professional social media posts and university group posts with great success. We have also found some of our best team members from interactions in other areas such as their other occupations, through university/athletics recommendations and chance encounters. Tailgate Guys typically employs an oversized crew on the first few games and then maintains those with exceptional performance.



Exhibit B

Tailgate Guys Estimated Timeline: Operation Initiated 2017

- May 15, 2017: Finalize terms, secure agreement
- May 26, 2017: Finalize all operational plans
 - Site Maps
 - Facilities coordination
 - Waste and Recycling, etc.
 - Package offerings
- May 26, 2017: Complete all marketing materials/plan
 - Finalize brand
 - Website
 - Web blasts
 - Print Materials
 - Identify donor tiers for tiered release structure. This would be a collective effort with TG, UNC and the Rams Club.
- May 29, 2017: Publically announce partnership and announce release process for later in May.

- **May 29 Release and Announcement Timeline**

Week One-two: Highest Tier Donors, Displaced Patrons and Premium Services Wait-list (Suites, club, etc.)

- Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.
- Two weeks of exclusive reservations
- Face-to-face meetings for key participants as needed--Hokie Club recommendations only.
- Contact all visiting Alumni Associations

Week Three: Mid Level Donors

- Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.
- One week of exclusive reservations

Week Four: General Boosters and Season Ticket Holders

- Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.
- Press Release
- Social Media Announcement using VT resources
- One week of exclusive reservations

June 5, 2017: Catering Plans Finalized (Release publically in August)

June 26, 2017: Open to Public

- Pursue all University and Alumni Association contacts outlining the concept and opportunity.



- Faculty
 - Students
 - Parents
 - Social Media blasts using Athletics' resources
 - Reservations will be made available to the general public
- July 14, 2017: All equipment must be ordered
 - Branded items may need to be ordered sooner.
- August 1: Open all catering reservations
- August 11: Complete staffing
- August 12: Initiate Tailgate Guys "Boot Camp"
- Season Begins
- December 1: Season Close
- No later than January 31, 2018: Season closeout
 - Review year in detail with Virginia Tech
 - Improvements for 2018
 - New initiatives
 - Financial performance



May 18, 2017

Ms. Kimberly Dulaney
Assistant Director & Contracts Manager
Procurement Department
Virginia Tech University
300 Turner Street NW
Blacksburg, Virginia 24061

Re: Revision to the April 19, 2017 Tailgate Guys' Response to the Virginia
Tech Letter Dated April 13, 2017 Regarding RFP #0049738

Dear Kim:

The purpose of this letter is to revise our response to question 15 in our letter to you dated April 19, 2017 as follows:

15. The tiered revenue ensures a certain contribution level as we invest in equipment and personnel to establish our services. While we are not able to adjust the revenue sharing based on the proposed contract length, we offer for your consideration an adjusted revenue sharing arrangement under an 8-year minimum initial term which would provide for revenue sharing of a fixed 18% for the first 5 years and a fixed 20% revenue sharing for years 6 through 8. Additionally, we will provide a \$100,000 signing bonus. The \$100,000 bonus is reduced by \$5,000 per day beginning on June 15, 2017 and continuing until the date that an executed contract is delivered by Virginia Tech to Tailgate Guys. Any termination of a contract, other than for material breach, prior to the end of the initial 8-year term requires the mutual consent of Tailgate Guys and Virginia Tech.

We hope this revision will enable us to move quickly to contract execution; Tailgate Guys is ready to execute on these services.

Best regards,

Parker Duffey

May 23, 2017

Tailgate Guys LLC
Attn: Parker Duffey
P.O. Box 3885
Auburn, AL 36831

Dear Parker:

Subject: Virginia Tech RFP #0049738

Thank you for submitting the revision to your response to question 15 in your letter to Virginia Tech dated May 2, 2017.

We would like to continue the negotiation process. Therefore, we would appreciate your response to the following:

1. Your revised letter offers a \$100,000 signing bonus. Is this in addition to the signing bonus previously submitted?
2. Other than the date of June 15, 2017, are there any other stipulations for Virginia Tech to receive the signing bonus?
3. Will Tailgate Guys accept an Intent to Award prior to June 15, 2017 in lieu of an executed contract by June 15, 2017 for Virginia Tech to receive the signing bonus?
4. When will signing bonus be paid to Virginia Tech?
5. Virginia Tech would like to keep the cancellation clause currently outlined in the RFP document for the entirety of the contract. Is this acceptable?
6. Please submit a revised implementation schedule.

Your response by 3:00 pm on Thursday, May 25, 2017, will be greatly appreciated.

Sincerely,



Kimberly Dulaney
Assistant Director & Contracts Manager
(540) 231-8543

Invent the Future



May 23, 2017

Ms. Kimberly Dulaney
Assistant Director & Contracts Manager
Procurement Department
Virginia Tech University
300 Turner Street NW
Blacksburg, Virginia 24061

Re: Response to Letter Dated May 23, 2017 Regarding RFP #0049738

Dear Kim:

We are pleased to present responses to your questions below:

1. The \$100,000 signing bonus is the only signing bonus and is not in addition to any signing bonus previously submitted.
2. Given the request in your question 3 for Tailgate Guys to accept an Intent to Award in lieu of an executed contract in order to receive the signing bonus, the only stipulation for Virginia Tech to receive the signing bonus is for Virginia Tech to submit an Intent to Award by June 5, 2017. Refer also to our responses to your question 3 and 4 below.
3. Tailgate Guys will accept an Intent to Award by June 5, 2017 in order to: 1) issue the signing bonus and 2) begin operational planning with the expectation that Virginia Tech, as provided for in Section 4.C of our RFP response, will provide necessary support of the marketing of the Tailgate Guys' services to Virginia Tech fans and other potential tailgate guests.

As previously stated, the \$100,000 signing bonus is conditioned upon full performance of a contract through the initial 8-year contract term. If the contract is terminated by Virginia Tech before the end of the initial 8-year term, Virginia Tech shall refund to Tailgate Guys the pro-rata portion of the applicable bonus unearned as the time of such termination. Additionally, if a contract is not executed by August 1, 2017, Virginia Tech will refund the \$100,000 signing bonus to Tailgate Guys within 30 days after receipt of written request by Tailgate Guys.



The \$100,000 bonus is reduced by \$5,000 per day beginning on June 6, 2017 and continuing until the date that an Intent to Award is delivered by Virginia Tech to Tailgate Guys.

4. Tailgate Guys will pay the signing bonus within 14 days of receipt of an Intent to Award.
5. Yes, we will accept the current cancellation clause. Please also refer to our response to your question 3 above.
6. Please refer to the revised implementation in the attached Exhibit A.

Please contact me if I can answer any additional questions.

Best regards,

Parker Duffey
President



Exhibit A

Tailgate Guys Timeline: Operation Initiated 2017

- June 5, 2017: Finalize terms, secure Intent to Award. Commence operational planning.
- June 12, 2017: Continue coordination of operational plans
 - Site Maps
 - Facilities coordination
 - Waste and Recycling, etc.
 - Package offerings
- June 12, 2017: Complete all marketing materials/plan
 - Finalize brand
 - Website
 - Web blasts
 - Print Materials
 - Identify donor tiers for tiered release structure. This would be a collective effort with TG, UNC and the Rams Club.
- June 19, 2017: Publically announce partnership and announce release process for later in June.
 - **June 19 Release and Announcement Timeline**
 - Week One: Highest Tier Donors, Displaced Patrons and Premium Services Wait-list (Suites, club, etc.)
 - Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.
 - One week of exclusive reservations
 - Face-to-face meetings for key participants as needed--Hokie Club recommendations only.
 - Contact all visiting Alumni Associations
 - Week Two: Mid Level Donors
 - Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.
 - One week of exclusive reservations
 - Week Three: General Boosters and Season Ticket Holders
 - Email all donors meeting these criteria from a familiar VT representative outlining the concept and opportunity.
 - Press Release
 - Social Media Announcement using VT resources
 - One week of exclusive reservations
- June 26, 2017: Catering Plans Finalized (Release publically in August)
- July 10, 2017: Open to Public



- Pursue all University and Alumni Association contacts outlining the concept and opportunity.
 - Faculty
 - Students
 - Parents
- Social Media blasts using Athletics' resources
- Reservations will be made available to the general public
- July 14, 2017: All equipment ordered with longer lead time item previously ordered based on Tailgate Guys standard lead times.
 - Branded items have already been ordered for this operation.
- August 1: Open all catering reservations
- August 11: Complete staffing
- August 12: Initiate Tailgate Guys "Boot Camp"
- Season Begins
- December 1: Season Close
- No later than January 31, 2018: Season closeout
 - Review year in detail with Virginia Tech
 - Improvements for 2018
 - New initiatives
 - Financial performance