CONTRACT MODIFICATION AGREEMENT

Date:	June 7, 2024
Contract No.:	VTS-1277-2020
Modification No.:	Three (3)
Issued By:	Virginia Polytechnic Institute and State University (Virginia Tech)
Contractor:	Learfield Amplify Ticketing, LLC
Commodity:	Athletic Ticket Sales, Consulting and Program Management Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

1. The parties agree that the Financial Structure of the agreement shall change effective July 1, 2024 as described herein.

    a. An annual management fee shall be paid by Virginia Tech to the Contractor in two installments each fiscal year. The annual management fee shall be $800,000.00 for the 2024-25 fiscal year and shall increase by $10,000.00 in each subsequent fiscal year hereunder. For clarity: 50% of the management fee shall be due on each June 30th and the other 50% shall be due on each December 31st. Contractor agrees that the University must be in receipt of an approved Invoice which references the Contract No. at least 30 days prior to the due date.
    b. Virginia Tech shall retain 100% of all Ticket Revenue up to $18MM annually.
    c. Learfield Amplify Ticketing, LLC shall receive 12% of all Ticket Revenue above $18MM annually.
    d. The parties agree to settle Ticket Revenue totals no later than May 31 of each year.
    e. Contractor's revenue share shall be invoiced with the management fee due June 30th.
    f. Contractor will remain eligible for the following bonuses in each athletics season hereunder (to be added to the next invoice after they are earned):
        - A $5,000.00 bonus, for every $50,000.00 in new "Hokie Fund" revenue generated by Contractor.
        - The following bonuses based on the total Football Premium Seating Revenue collected by Virginia Tech in such athletics season (for clarity, the bonuses set forth below are not cumulative):

Benchmark	Bonus to Contractor
$4,250,000.00	$25,000.00
$4,500,000.00	$45,000.00
$4,750,000.00	$70,000.00
$5,000,000.00	$90,000.00
$5,250,000.00	$115,000.00
$5,500,000.00	$135,000.00
$5,750,000.00	$160,000.00
$6,000,000.00 (or higher)	$180,000.00

"**Ticket Revenue**" shall be defined as gross revenue generated for or received by Virginia Tech from all season, partial-plan, group, single-game, season-ticket renewals, premium seating areas, and any other ticket sales for all of Virginia Tech's ticketed home athletic events. Ticket Revenue shall include ticket sales made online or that are completed by representatives of Contractor or Virginia Tech (or otherwise). Ticket Revenue shall also include: (i) Football Premium Seating Revenue, and (ii) all ticket sales revenue generated from all secondary market channels (e.g., from direct ticket listings listed by either Contractor or Virginia Tech, consignment, upfront spends, etc.). For the sake of clarification, Ticket Revenue shall not include any portion of revenue attributable to a charitable contribution or donation made by the ticket purchaser, except as set forth in the Football Premium Seating Revenue definition below.

"Football Premium Seating Revenue" shall be defined as gross revenue collected by Virginia Tech from all football ticket sales for the West Indoor Club, West Outdoor Club, Zone Club Seats, and Touchdown Terrace, whether such ticket sales are made online or are completed by the staff of Contractor or Virginia Tech (or otherwise). For clarity, Football Premium Seating Revenue shall include revenue attributable to the minimum charitable contribution or donation made by the ticket purchaser as a requirement to purchase Premium Seats; however, amount in excess of the required minimum charitable contribution or donation shall not be considered Football Premium Seating Revenue. For clarity, none of these donations shall count towards the "Hokie Fund" revenue bonus outlined herein.

2. If Contractor fails to achieve the athletic ticketing budget mutually agreed upon by Contractor and Virginia Tech in any fiscal year, then Virginia Tech may in its sole discretion elect to reduce the management fee by up to $104,000.00 for the immediately subsequent fiscal year. Contractor shall have the right to reduce its business intelligence expenses by the same amount in the event of a management fee reduction. As an example, if Contractor fails to achieve the budget for the 2025-26 fiscal year, then Virginia Tech may elect to reduce the management fee for the 2026-27 fiscal year from $820,000.00 to $716,000.00, and the management fee will return to $830,000.00 for the 2027-28 fiscal year unless Contractor does not meet the 2026-27 fiscal year budget, in which case this process may be repeated.

3. In addition to already contracted Investments, Contractor shall provide the following new investments beginning July 1, 2024:
    a. Additional Salary investment of $47,366.00.
    b. Added CRM Role $54,623.00
    c. Added Business Intelligence budget of $54,000.00 (for, e.g., WolfCycle Intelligence) (for clarity, the total Business Intelligence budget per fiscal year will be $104,000.00)
    d. Additional Professional Development Investment $8,000.00

Except as provided herein, all terms and conditions of Contract Number VTS-1277-2020, as heretofore changed, remain unchanged and in full force and effect.

Contractor	Virginia Polytechnic Institute and State University
By: ______________________	By: DocuSigned by: Amy Sebring B61A5FA226E94C5...
(Signature)	
Tyler Reichwein, Vice President	Amy Sebring
Name and Title	Executive Vice President and Chief Operating Officer

Seating Services Agreement

This Seating Services Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), by and between **Learfield Amplify Ticketing, LLC ("Amplify")**, with its principal place of business located at 540 North Trade Street Winston-Salem, North Carolina 27101, and **Virginia Polytechnic Institute and State University ("University")**, with its principal place of business located at 300 Turner St. NW, Blacksburg, VA 24061.

WHEREAS, Amplify desires to contract with University to provide services whereby Amplify will provide its stadium seats ("Stadium Seats") to fans attending University's regular-season home football games played at Lane Stadium ("Stadium"); and

WHEREAS, University desires to (i) contract with Amplify, and (ii) permit such provision of Stadium Seats to fans attending its regular-season home football games.

NOW, **THEREFORE**, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. Amplify Designation.

University hereby designates and engages Amplify as its vendor, to provide the services described below on the terms set forth herein, and Amplify hereby accepts such engagement and agrees to provide such services.

2. Amplify Services.

(a) Beginning with University's 2024 football season, Amplify will provide University Stadium Seats (all manufacturing specifications for which Amplify shall be solely responsible) designed to (i) attach to Stadium's bleachers and (ii) provide supported and padded seating for fans attending University's regular-season home football games. University acknowledges that Amplify intends to subcontract its performance of its services set forth in this Agreement by and through its affiliate, Learfield Amplify Seating, LLC ("Seating"), and University hereby consents to such subcontract, provided that Amplify will be responsible for the acts and omissions of Seating and will remain primarily responsible for the performance of such services hereunder.

(b) Amplify shall be responsible for the following services: (i) installing, operating and maintaining leased mesh Stadium Seats; (ii) collecting fees from fans renting/leasing Stadium Seats on a per-game basis; (iii) distributing Stadium Seats rented/leased on a per-game basis for game-day use and collecting and retaining them after such use; (iv) cleaning, inspecting, and maintaining Stadium Seats when not in use by fans during University's regular-season home football games; and (v) replacing Stadium Seats that, over time, have become irreparably damaged or inoperable from normal fan use. For clarity, Amplify will not be responsible for replacing Stadium Seats that have become damaged or inoperable due to the negligence or misconduct of the University or its fans/invitees (e.g., fans standing/jumping on or tearing Stadium Seats from Stadium's bleachers, etc.).

(c) University agrees Amplify may place on Stadium Seats, the attached name(s), logo(s) and/or symbol(s) ("Athletic Marks") for use only in connection with services being provided hereunder; provided, however, University first approves all such utilization of Athletic Marks on Stadium Seats. The parties agree that the Athletic Marks on Stadium Seats shall not be altered during the Term (as defined hereinafter), unless both parties agree in writing. All use of Athletic Marks shall be subject to the University's procedures (at no cost to Amplify) and shall be approved in writing by Virginia Tech.

3. University Services.

(a) In each Contract Year (as defined hereinafter), University shall be responsible for the following at no additional cost to Amplify: (i) providing Amplify or its designees Stadium access, at reasonable times, to install Stadium Seats; (ii) providing Amplify appropriate Stadium space, during University's regular-season home football games, for marketing/renting/leasing Stadium Seats to be rented/leased on a per-game basis; (iii) providing Amplify with adequate locked and secure space within or adjacent to Stadium for storing the "per-game" Stadium Seats and related equipment between University's (a) regular-season home football games and (b) football seasons (location and security procedures subject to the mutual agreement of both parties) and allowing Amplify access to such space, as necessary; and (iv) placing numbers on the front end of all benches in Stadium (so Stadium Seats can be installed properly and fans can see the numbers).

(b) To the extent University arranges and completes any "per-season" vinyl Stadium-Seat rentals/leases (pursuant to Section 5(b)), University shall: (i) collect applicable annual rental/lease amounts; (ii) collect and remit any applicable and legally-required sales tax (if any); (iii) provide Amplify with timely reports concerning all rentals/leases (including locations where such Stadium Seats shall be placed) and applicable collections; and (iv) remit to, or collect from, Amplify the amounts owed or due with respect to vinyl Stadium Seat rentals/leases, within thirty (30) days of Amplify submitting its final settlement report to University at the conclusion of each football season during the Term, as described in Section 6 below.

(c) University and Amplify acknowledge and agree that all mesh Stadium Seats installed in Stadium will be left installed in Stadium for the duration of the Term. Neither party will remove any such mesh Stadium Seats from Stadium without the other party's prior written consent.

(d) By or before November 15th of each Contract Year, with respect to vinyl Stadium Seats, University will provide Amplify a certified Season Ticket Office Summary (attached in blank form as **Exhibit A**, which is incorporated by reference and made a part hereof), which Amplify will use to reconcile all cash invoicing/payments as described in Section 6 below. Note: University's ticket office shall provide no individual/entity complimentary vinyl Stadium Seats unless as pre-approved in writing by Amplify.

4. Term.

(a) This Agreement's term shall be for a period of seven (7) Contract Years, beginning on the Effective Date and ending December 31, 2030 ("Term"). "Contract Year" shall be defined as each twelve (12) month period during the Term beginning January 1 and ending December 31, with the exception of the first Contract Year, which shall be from the Effective Date through December 31, 2024. In the event this Agreement expires or is terminated for any reason whatsoever, University hereby expressly acknowledges Stadium Seats belong to Amplify and remain its exclusive property. Further, University shall cooperate and assist in returning Stadium Seats to Amplify and/or making Stadium Seats available for pick up by Amplify or its agents upon this Agreement's termination/expiration.

(b) If a party materially breaches this Agreement, and such breach goes uncured for a period of thirty (30) days following notice from the non-breaching party, then the non-breaching party may terminate this Agreement, effective immediately, by written notice to the breaching party.

(c) Notwithstanding any other provision of this Agreement to the contrary, University may terminate this Agreement, with such termination to be effective on either December 31, 2028 or December 31, 2029, by giving Amplify at least sixty (60) days' prior written notice of its election to terminate, provided that in such event, University will owe Amplify an early termination fee of (i) $936,000.00, if University elects to terminate on December 31, 2028, or (ii) $444,000.00, if University elects to terminate on December 31, 2029. For clarity, University may not terminate this Agreement without cause prior to December 31, 2028.

5. <u>Renting/Leasing Stadium Seats</u>.

(a) Mesh Stadium Seats Rented/Leased by University (Per-Season). In each Contract Year, University will rent/lease thirty-two thousand (32,000) mesh Stadium Seats from Amplify to provide to University's fans attending its home football games.

(i) Leasing Fees. University will pay Amplify the following leasing fees per Stadium Seat in each Contract Year:

2024	$15.00 per Stadium Seat ($480,000.00 total)
2025	$14.50 per Stadium Seat ($464,000.00 total)
2026	$13.25 per Stadium Seat ($424,000.00 total)
2027	$12.25 per Stadium Seat ($392,000.00 total)
2028	$11.25 per Stadium Seat ($360,000.00 total)
2029	$10.25 per Stadium Seat ($328,000.00 total)
2030	$9.25 per Stadium Seat ($296,000.00 total)

University will pay Amplify its first annual leasing fee described above by December 15, 2023, and the payment cycle will repeat on each December 15th thereafter during the Term.

(ii) Installation/Maintenance Fees. University will pay Amplify the following installation/maintenance fees per Stadium Seat in each Contract Year:

2024	$15.00 per Stadium Seat ($480,000.00 total)
2025	$14.50 per Stadium Seat ($464,000.00 total)
2026	$13.25 per Stadium Seat ($424,000.00 total)
2027	$12.25 per Stadium Seat ($392,000.00 total)
2028	$11.25 per Stadium Seat ($360,000.00 total)
2029	$10.25 per Stadium Seat ($328,000.00 total)
2030	$9.25 per Stadium Seat ($296,000.00 total)

University will pay Amplify its first annual installation/maintenance fee described above by April 30, 2024, and the payment cycle will repeat on each April 30th thereafter during the Term.

(b) Vinyl Stadium Seats Rented/Leased to Fans (Per-Season or Per-Game Basis). During each University football season of the Term, University and Amplify shall rent/lease vinyl Stadium Seats to fans attending University regular-season home football games on both a per-game basis or a seasonal basis (but only for seats in "Level 7" pricing) at prices to be mutually agreed upon by the parties. Each Contract Year, Amplify and University shall each be entitled to fifty percent (50%) of Net Sales Revenue generated from all vinyl Stadium Seats rented/leased on both a per-game basis and a seasonal basis. "Net Sales Revenue" shall mean total revenues and receipts the parties receive with respect to all vinyl Stadium Seats rented/leased on both a per-game and a seasonal basis, less all applicable sales tax, as remitted by the cash-collecting party. For clarity, "Net Sales Revenue" does not include the annual fees the University will pay Amplify for installed mesh Stadium Seats pursuant to Section 5(a) above. During the Term, University shall be responsible for covering all applicable sales taxes due (if any) on Stadium-Seat rental/leasing orders it processes (if any).

6. Net Sales Revenue Payments.

(a) Each Contract Year, Amplify shall send University a sales/financial report, within thirty (30) days following University's final regular-season home football game at Stadium, of all (i) per-game and per-season rental/leasing activity by Amplify and University for vinyl Stadium Seats, (ii) Net Sales Revenue collected, (iii) sales taxes collected and paid, and (iv) the balance due to University (or Amplify) based on the financial terms set forth in Section 5(b). If Amplify owes University a balance of the Net Sales Revenue collected by both parties, then Amplify will pay University the balance (at University's principal place of business, listed above) within thirty (30) days following University's final home football game at the Stadium. However, if University owes Amplify a balance of the Net Sales Revenue collected by both parties, then University will pay Amplify the balance (at Amplify's principal place of business, listed above) within thirty (30) days of receiving Amplify's report.

(b) Each party may request copies of the other party's applicable financial records concerning Stadium Seats and this Agreement but must give the other party written notice of its intention to do so at least ten (10) business days before its desired inspection date. The inspection of the records must occur during regular office hours. The disclosing party will make available during these inspections all relevant records concerning its computation of payments due with respect to this Agreement.

7. Sponsorship Opportunities.

University and Amplify acknowledge that Stadium Seats (seatbacks, seat bottoms, or otherwise) present sponsorship opportunities. University, or University's designee, may pursue such opportunities without restriction, provided that neither University nor University's designee may physically install or add advertising or other sponsorship promotion on Stadium Seats (seatbacks, seat bottoms, or otherwise) without Amplify's consent. Amplify shall provide University, or University's designee, with the cost for including any proposed advertising or other sponsorship promotion on Stadium Seats. Any price adjustments shall be paid to Amplify by Virginia Tech.

8. Indemnification

Amplify agrees to indemnify and hold harmless the University and its affiliates, officers, employees and representatives, from and against any losses, costs, damages or expenses resulting from third party claims for personal injury or property damage arising from Amplify's breach of its obligations under this Agreement, except for any claim arising, in whole or in part, from the misconduct or negligence of the University.

9. Insurance.

Amplify and Seating, at their own expense, shall, at all pertinent times during the Term and thereafter, possess sufficient insurance coverage to fund its indemnity, liability and other obligations arising from or related to this Agreement, including commercial general liability (containing limits of $1,000,000 per claim and $2,000,000 general aggregate), commercial automobile liability (containing a limit of $1,000,000 per claim), workers' compensation (as required by applicable state law), employer's liability (containing a limit of $1,000,000 per claim), and umbrella coverage (containing a limit of $5,000,000), where applicable. Additionally, Amplify agrees that Amplify and Seating will add University and the Commonwealth of Virginia as additional insureds with respect to Amplify's and Seating's general liability, automobile liability and umbrella policies in accordance with this Agreement and to furnish University, upon request, such certificate of insurance.

10. <u>University's Representations and Warranties</u>.

University represents and warrants to Amplify (i) it has the exclusive right to permit Stadium Seat rentals/leases on a per-game and seasonal basis with fans at University's regular-season home football games, (ii) it has the authority to enter into this Agreement and (iii) its ability to contract freely to perform the services hereunder is neither restricted nor prevented in whole or in part by any pre-existing or future obligation, including, without limitation, terms of any employment contract, third-party agreements or restrictions, regulations or laws that would frustrate this Agreement's intent. University further agrees, during the Term, except for Amplify, no other person, entity or organization shall be licensed or permitted to rent/lease or provide chairs/seating (or any chair/seating services similar to Amplify's) at Stadium during University's regular-season home football games.

11. <u>Independent Contractors</u>.

The parties hereby agree their relationship, contemplated herein, is that of independent contractors. Amplify shall be solely and entirely responsible for its acts and omissions, and for the acts and omissions of any individual, employee, agent or entity acting under its direction or control or on its behalf in performing the services contemplated herein. Amplify acknowledges and agrees it shall (i) assume full responsibility for its employees, subcontractors and agents and (ii) abide by any and all local, state and federal laws and regulations, as applicable.

12. <u>Miscellaneous</u>.

This Agreement and all transactions between Amplify and University shall be governed and construed in all aspects in accordance with the laws of the Commonwealth of Virginia. It contains the entire agreement between the parties with respect to the specific subject matter herein and supersedes all other written or oral communications, proposals, or agreements between the parties. Any statements, promises or inducements made by either party (or either party's agent), whether oral or written, not contained in this Agreement shall be invalid or non-binding. This Agreement may not be modified or altered, except by a written agreement the parties sign. Neither party may assign any of its rights or obligations hereunder without the other party's prior, written consent; provided, however, Amplify may assign this Agreement to an entity owned or controlled by, or under common control with, Amplify. The parties acknowledge that this Agreement is subject to the Virginia Freedom of Information Act ("FOIA"). In the event University receives a FOIA request for this Agreement, University shall notify Amplify within five (5) days to provide Amplify an opportunity to intervene as permitted by law. Failure by a party to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment of such right, remedy or election, but the same shall continue and remain in full force and effect. Each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If, to any extent, any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each party represents that it has sought and obtained the legal advice it deems necessary from counsel and representatives of choice before entering into this Agreement and that this Agreement shall not be construed for or against any party based on its participation in drafting of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) Agreement.

13. Notices.

Any notice required or permitted to be given under this agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; or (3) if sent by registered or certified mail, postage prepaid, return receipt requested, on the date shown on the signed receipt. All such notices will be addressed to a party at such party's address shown below.

If to Virginia Tech:

Virginia Polytechnic Institute and State University
Procurement
North End Center, Suite 2100
300 Turner St. NW
Blacksburg, VA 24061

If to Learfield Amplify Ticketing LLC:

Learfield Amplify Ticketing LLC
Attn: Kiel Beehler
540 North Trade Street
Winston-Salem, NC 27101

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their authorized representatives.

Virginia Polytechnic Institute and State University

DocuSigned by:
By: Amy Sebring
B61A5FA226591C5...
Name: Amy Sebring
Title: Executive Vice President and Chief Operating Officer

Learfield Amplify Ticketing, LLC

By: ________________
Name: Cole Gahagan
Title: President/CEO

Exhibit A

Season Ticket Office Summary

(blank form, for University to complete and submit to Amplify each Contract Year)

VIRGINIA TECH ("UNIVERSITY") SEASON TICKET OFFICE SUMMARY

TOTAL NUMBER OF STADIUM SEATS LEASED THROUGH UNIVERSITY'S TICKET OFFICE:

STANDARD SEASON LEASE STADIUM SEATS: ________________

PRICE PER STADIUM SEAT: ________________

OTHER TYPE OF STADIUM SEATS: ________________

PRICE PER STADIUM SEAT: ________________

TOTAL SALES: ________________

SALES TAX PAID BY UNIVERSITY ($): ________________

NET TICKET OFFICE STADIUM SEAT SALES ($):
[calculate as follows: total Gross Sales Revenue/(1+tax rate)] ________________

THE ABOVE SUMMARY IS CERTIFIED AS COMPLETED IN ITS ENTIRETY. LEARFIELD AMPLIFY TICKETING, LLC, WILL USE IT WHEN BILLING UNIVERSITY.

COMPLETED BY: ______________________________

TITLE: ______________________________

DATE: ______________________________

PLEASE (A) REMIT TO LEARFIELD AMPLIFY TICKETING, LLC, NO LATER THAN NOVEMBER 15TH OF EACH CONTRACT YEAR AND (B) RETAIN A COPY TO TIE TO THE INVOICE.

CONTRACT MODIFICATION AGREEMENT

Date:	January 4, 2024
Contract No.:	VTS-1277-2020
Modification No.:	Two (2)
Issued By:	Virginia Polytechnic Institute and State University (Virginia Tech)
Contractor:	IMG Learfield Ticket Solutions LLC
Commodity:	Athletic Ticket Sales, Consulting and Program Management Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

1. Name Change:

   Formerly Known As:

   IMG Learfield Ticket Solutions LLC
   540 N Trade St.
   Winston-Salem, NC 27101

   New Name:

   Learfield Amplify Ticketing, LLC
   2400 Dallas Parkway, Suite 500
   Plano, TX 75093

2. In accordance with the renewal provision of the original contract, the University would like to renew the contract. The parties hereby agree that the contract is renewed through December 31, 2030. The parties acknowledge and agree that neither party may terminate VTS-1277-2020 without cause, except with respect to the seating services as described in Section 4(c) of the Seating Services Agreement (described below).

3. The Parties agree that the financial terms and conditions of the Contract remain unchanged, but that the Parties may agree to modify the financial terms of the agreement at any time during this renewal period. Any such modification shall be subject to the approval of both parties via formal Contract Modification.

4. The attached Seating Services Agreement is hereby incorporated in VTS-1277-2020.

Except as provided herein, all terms and conditions of Contract Number VTS-1277-2020, as heretofore changed, remain unchanged and in full force and effect. If there is any conflict between the terms and conditions set forth in this Contract Modification Agreement and the terms and conditions set forth in the other Contract Documents of VTS-1277-2020, then the terms and conditions set forth in this Contract Modification Agreement will control.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Modification Agreement to be executed as of the date first written above by their authorized representatives.

Contractor

By: ______________________
(Signature)

Cole Gahagan
Name

President/CEO
Title

Virginia Polytechnic Institute and State University

By: DocuSigned by: Amy Sebring
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Amy Sebring
Executive Vice President and Chief Operating Officer

CONTRACT MODIFICATION AGREEMENT

Date: October 13, 2021

Contract No.: VTS-1277-2020

Modification No.: One (1)

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: IMG Learfield Ticket Solutions LLC

Commodity: Athletic Ticket Sales, Consulting and Program Management Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

1. Contractor will add a premium sales manager and a premium sales account executive to its staff servicing Virginia Tech to primarily solicit sales for football premium seats (e.g., the West Indoor Club, West Outdoor Club, Zone Club Seats and Touchdown Terrace).

2. Contractor will provide Virginia Tech with a one-time business intelligence stipend of Forty Thousand Dollars ($40,000.00), to be used during the 2021-22 athletics season on mutually agreed upon initiatives to increase ticket and premium seating revenue.

3. Beginning with the 2021-22 athletics season and in each subsequent athletics season of the Contract's term, Contractor's share of the first $15,000,000.00 of ticket revenue collected will be increased from 3.0% to 3.75%. For clarity, ticket revenue share shall not include any portion of revenue attributable to a charitable contribution or donation made by the ticket purchaser.

4. Beginning with the 2021-22 athletics season and in each subsequent athletics season of the Contract's term, Virginia Tech will pay Contractor bonuses based on the total Football Premium Seating Revenue collected by Virginia Tech in such athletics season in accordance with the following (for clarity, the bonuses set forth below are not cumulative):

Benchmark	Bonus to Contractor
$4,250,000.00	$25,000.00
$4,500,000.00	$45,000.00
$4,750,000.00	$70,000.00
$5,000,000.00	$90,000.00
$5,250,000.00	$115,000.00
$5,500,000.00	$135,000.00
$5,750,000.00	$160,000.00
$6,000,000.00 (or higher)	$180,000.00

"Football Premium Seating Revenue" shall be defined as gross revenue collected by Virginia Tech from all football ticket sales for the West Indoor Club, West Outdoor Club, Zone Club

Seats, and Touchdown Terrace, whether such ticket sales are made online or are completed by the staff of Contractor or Virginia Tech. For clarity, Football Premium Seating Revenue shall include revenue attributable to the minimum charitable contribution or donation made by the ticket purchaser as a requirement to purchases Premium Seats; however, amount in excess of the required minimum charitable contribution or donation shall not be considered Football Premium Sating Revenue. For clarity, none of these donations shall count towards the Hokie Fund Revenue bonuses outlined in the original Agreement.

Except as provided herein, all terms and conditions of Contract Number VTS-1277-2020, as heretofore changed, remain unchanged and in full force and effect.

Contractor	Virginia Tech
By: DocuSigned by: Jake Bye 601DDC6244FE4CD...	By: DocuSigned by: Dwayne Pinkney FF3F2B143DEE4C3...
(Signature)	
JAKE BYE | EVP - Sales & Service	Dwayne L. Pinkney
Name and Title	Senior Vice President and Chief Business Officer

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-1277-2020

This contract entered into this 25th day of October 2019 by IMG Learfield Ticket Solutions, 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 Athletic Ticket Sales, Consulting and Program Management Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From October 23, 2019 through October 23, 2024 with the option of one five-year renewal, as negotiated.

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

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0058665 dated September 11, 2019, together with Addendum Number 1 To RFP dated September 23, 2019, the proposal submitted by the Contractor dated September 19, 2019 and Attachment 1, 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: (Signature)	By: Mary W. Helmick
JAKE BYE - EXEC VP	Mary W. Helmick
Name and Title	Director of Procurement

VIRGINIA TECH

Request for Proposal # 0058665

For

Athletic Ticket Sales, Consulting and Program Management Services

September 11, 2019

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 0058665
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Kim Widrig, Procurement Officer/Buyer Senior Phone: (540) 231-8543 e-mail: kdcromer@vt.edu

DUE DATE: Proposals will be received until September 25, 2019 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 which, 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 considered 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.

<table>
<tr><td colspan="2">FULL LEGAL NAME (PRINT)
(Company name as it appears with your Federal Taxpayer Number)</td><td colspan="2">FEDERAL TAXPAYER NUMBER (ID#)</td></tr>
<tr><td colspan="2">BUSINESS NAME/DBA NAME/TA NAME
(If different than the Full Legal Name)</td><td colspan="2">BILLING NAME
(Company name as it appears on your invoice)</td></tr>
<tr><td colspan="2">PURCHASE ORDER ADDRESS</td><td colspan="2">PAYMENT ADDRESS</td></tr>
<tr><td colspan="3">CONTACT NAME/TITLE (PRINT)</td><td>E-MAIL ADDRESS</td></tr>
<tr><td>TELEPHONE NUMBER</td><td>TOLL FREE TELEPHONE NUMBER</td><td>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</td><td></td></tr>
</table>

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5_____ 6_____ (Please check all that apply)

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: ______________________

02/12/2019

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for Athletic Ticket Sales, Consulting and Program Management Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for 3 year(s), or as negotiated. There will be an option for 3 year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly $513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

On July 1, 2004, Virginia Tech officially became a member of the prestigious Atlantic Coast Conference - a move that has helped the Hokie athletics program grow even stronger. Tech competes at the Division I level of the NCAA, and with a total of 22 varsity sports, 11 for men and 11 for women, Virginia Tech provides generous opportunities for athletes (and fans) to join the Hokie Nation. Prior to joining the ACC, Virginia Tech was a charter member of the BIG EAST Football Conference starting in 1991, and a member of the BIG EAST in all other sports except wrestling from 2001 to 2004.

Virginia Tech Athletics seeks a consulting service to assist with Outsourced ticket-sales services for University's ticketed events, including engaging personnel to perform such ticket-sales services, to include an on-site, full-time general manager, account executives reporting to such general manager who will participate in sales activities, and a data analysis.

V. 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 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.

VI. 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.

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

VII. STATEMENT OF NEEDS:

The selected vendor shall do the following:

A. Outsourced ticket sales services for University's ticketed events, including engaging personnel to perform such tickets sales services. Includes:

   1. On-site, full-time general manager

   2. Account executives reporting to general manager who will participate in sales activities.

   3. A data analyst

B. Staff training in ticket-sales (best practices), inter-department protocol/solutions (including customer service)

C. Sales-campaign and marketing strategies (with respect to new acquisitions, partial-plan and group-ticket sales and retention), working closely with University (including its senior administration, ticket operations, athletic marketing, development office and other departments, as identified)

D. Overall sales-program management, monitoring and strategy development, including providing University regular updates/progress reports on a schedule upon which the Parties mutually agree and as University reasonably requests

E. Office space design/set-up, telephone-call-room infrastructure assistance and recommendations

F. Handling all inbound ticket-related calls made to the University

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. 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. Qualifications and Experiences:

   a. Offeror's organization data, including size, number of employees, financial rating/standing, and structure of firm, as well as any joint venture and/or subcontractor arrangements if any, and location of branch offices.

   b. Complete and detailed description of the Offeror's qualifications and experience relative to the services described herein. Include proof of required certifications.

2. Plan for Providing Services:

   a. Complete and detailed description of the Offeror's method and plan for providing the services described herein.

3. Price/Cost of services

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.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

   a. 1 **original and** 3 **copies** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.

   b. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 2.e. below.

   c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked *"Redacted Copy"* on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

   Response shall be submitted to:

   Virginia Polytechnic Institute and State University (Virginia Tech)
   Procurement Department (MC 0333)
   Attn: Kim Widrig
   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.

   No other distribution of the proposals shall be made by the Offeror.

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. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech 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.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
1. Quality of products/services offered and suitability for the intended purposes	30
2. Qualifications and experiences of Offeror in providing the goods/services	30
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	10
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

Virginia Tech shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. At the discussion stage Virginia Tech may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, Virginia Tech shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to Virginia Tech can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. Should Virginia Tech determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. See Attachment C for sample contract form.

X. 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 **12:00 pm** on **September 17, 2019**. Inquiries must be submitted to the procurement officer identified in this solicitation.

XI. 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

XII. METHOD OF PAYMENT:

To be determined per the terms of the contract.

XIIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at http://www.apps.vpfin.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.

XIV. 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.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted 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.

XVI. TERMS AND CONDITIONS:

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

XVII. CONTRACT ADMINISTRATION:

A. Brad Wurthman, 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.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B – Virginia Tech Special Terms and Conditions
Attachment C - Sample of Standard Contract Form

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:
http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012019.pdf

ADDITIONAL TERMS AND CONDITIONS

A. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides other 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: Kim Widrig
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Brad Wurthman
Athletics Department
Jamerson Athletics Center, Rm 353
21 Beamer Way (0502)
Blacksburg, VA 24061
(O): 540.231.2937 | (C): 513.508.4107 | (E): wurthman@vt.edu |

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.

I. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

ATTACHMENT B

SPECIAL TERM & CONDITIONS

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.

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.
<u>INSURANCE COVERAGES AND LIMITS REQUIRED</u>:

A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $2,000,000.00 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 - $500,000.00
E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk 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.
F. 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, <u>including but not limited to claims under the Worker's Compensation Act</u>. 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.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

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 be paid by 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 # 0058665

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	DUE DATE AND HOUR
September 23, 2019	October 1, 2019 @ 3:00 PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Buyer Senior
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Athletic Ticket Sales, Consulting and Program Management Services

1. Please see the attached responses to inquiries received about this RFP.
2. All other terms, conditions and descriptions remain the same.
3. Note the change in due date. The due date and hour is changed from **September 25 at 3:00 PM TO October 1, 2019 at 3:00 PM.**

I acknowledge that I have read and understand this addendum in its entirety.

________________________ ____________

Signature Date

REQUEST FOR INFORMATION: ATHLETIC TICKET SALES, CONSULTING AND PROGRAM MANAGEMENTSERVICES RFP

1. Page 6, Paragraph 1, Section VII for RFP 0058665 indicates: The selected vendor shall do the following: A. Outsourced ticket sales services for University's ticketed events, including engaging personnel to perform such tickets sales services

    - Are ticket purchases made in person, online or a mix of both?

    RESPONSE: All of the above

    - If they are purchased online, where are they being purchased from currently and will the contractor be responsible for creating a secure platform for ticketing sales or continue with whatever means are in place now?

    RESPONSE: We work with Paciolan and that will be our platform moving forward.

    - If they are being purchased in person, would they be sold thru the office space set-up by the contractor or are they sold on campus through the Athletic Department?

    RESPONSE: The Athletic Department.

    - On average, how many events are held on a monthly basis?

    RESPONSE: 5 ticketed events per month

2. Page 10, Paragraph 1, Section XI for RFP 0058665 indicates: Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email or by mail. Are there any specific tools (i.e Deltek) required for invoicing?

    RESPONSE: No

3. Page 6, Paragraph 1, Section VII, Point E for RFP 0058665 indicates: The selected vendor shall do the following: Office space design/set-up, telephone-call-room infrastructure assistance and recommendations

    - Is the office space required to be set-up on campus at Virginia Tech University or on an off campus location?

        RESPONSE: To be determined.

    - Can you please clarify on the telephone-call-room infrastructure portion, Are inbound calls to the University re-routed through to the Contractor? Is the contractor responsible for setting up this system?

        RESPONSE: To be determined.

4. Page 6, Paragraph 1, Section VII, Point A for RFP 0058665 indicates: The selected vendor shall do the following:

   A. Outsourced ticket sales services for University's ticketed events, including engaging personnel to perform such tickets sales services. Includes:

   I. On-site, full-time general manager
   II. Account executives reporting to general manager who will participate in sales activities.
   III. A data analyst

   - Do any of the positions (apart from the on-site general manager) have the opportunity to work remotely or do they need to be onsite in Blacksburg?

     RESPONSE: We would prefer that they are on-site unless there is an agreed upon solution. We are open to hearing both.

5. In "Section III- Contract Period, Paragraph 1" The RFP states the initial contract term as three (3) years plus a three (3) year extension option, or as negotiated.
   a. Would the University consider an initial term of six (6) years plus a four (4) year extension option for a potential total of ten (10) years instead?

   RESPONSE: Not at this time.

6. In "Section IV- Background, Paragraph 4", it states Virginia Tech seeks outsourced ticket sales services.
   a. In 2014, Virginia Tech previously announced outsourced ticket sales to IMG-Learfield Ticket Solutions (https://hokiesports.com/news/2014/4/14/20140414aaa_10216.aspx)

      i. Why did Virginia Tech terminate this partnership before the end of the initial contract term?

      RESPONSE: The relationship was not ultimately productive for either party.

      ii. What key learnings, positive and negative, do you have from your first attempt at outsourcing to IMG-Learfield?

      RESPONSE: We need to fully integrate the partnership instead of including individual pieces of ticket sales. In this version, we will sell the full menu of options.

      iii. Why did the University decide to outsource ticket sales services again? Please provide your primary reasons to outsource instead of setting up an in-house sales team.

      RESPONSE: The decision was made simply because VT is in a position of needing to provide better service to current customers and more opportunities for finding new customers.

7. In "Section VII- Statement of Needs, Paragraph A"
   a. How did you determine that this is the preferred staffing model?

      RESPONSE: When reviewing a variety of models, we believe that based on the current volume and book of business we have available, this would be a preferred model. We are open to alternative solutions.

   b. Who in Athletics would our on-site General Manager report to?

      RESPONSE: Brad Wurthman, Senior Associate AD, External Operations

   c. What is University's preferred total amount of Account Executives on-site?

      RESPONSE: We would prefer that all of them are on-site if the model makes that possible.

d. Why is the University requesting a "Data Analyst" position in the outsourced ticket sales model?

RESPONSE: We are at a point where we are pulling in data from various sources and do not have in-house expertise to review/adjust/strategize with the data to maximize revenue potential.

i. How would the University define this position and the key job responsibilities?

RESPONSE: It would, in its purest form, be someone who can help us find trends, opportunities for growth, and work within our CRM platform to help narrow our focus.

ii. How does the University see this position interfacing with relevant Athletics personnel?

RESPONSE: In a similar manner as the other positions.

e. As revenue grows in future years, could the University and Vendor mutually agree to additional sales support?

RESPONSE: Yes.

8. In "Section VII- Statement of Needs, Paragraph C"
   a. Who is responsible for Season Ticket Renewals and Retention?

   RESPONSE: In our preferred fully integrated model, both the partner and the internal staff would be.

   b. Please describe how the existing ticket office staff would interface with this new sales team.

   RESPONSE: They would work together on a daily basis and be counterparts in building the business.

9. In "Section VII- Statement of Needs, Paragraph E" discusses office setup.
   a. Is the University responsible for the costs of office space setup, furniture, and necessary technology (computers, phones, headsets, printer, etc.)? Please list specifically what the University will or will not provide.

   RESPONSE: Yes, the university is responsible for this unless the vendor agrees to pay for it.

   b. Where will the Ticket Sales office space be located?

   RESPONSE: Still working on this.

10. In "Section VIII- Proposal Preparation, Paragraph A, Specific Requirements, 1. Qualification and Experiences, b."
    a. What do you mean by "include proof of required certifications"? Please explain exactly what certifications are required.

    RESPONSE: At this point, this is unnecessary.

11. In "Section VIII- Proposal Preparation, Paragraph A, Specific Requirements, 3. Price/Cost of Services"
    a. What is the University's preferred financial model?

    RESPONSE: All-in revenue with the vendor taking a percentage of the total so that there is no concern for individual moments in time.

    b. What are your renewal deadlines and projected new season ticket on-sale dates for all 2019-20 ticketed sports?

    RESPONSE: On sale in December, Renewal deadline in March

c. What are the season ticket renewal percentages over the past three years for all ticketed sports? Please note if the renewal percentages are based on total revenue or tickets renewed.

RESPONSE: On average, 78% of tickets renewed

d. How many total season ticket accounts do you have for each ticketed sport?

RESPONSE: 26k for football, 4,500 for men's basketball

e. How much ticket inventory is available for new season ticket sales for each sport?

RESPONSE: 12k seats for football, 1,500 seats for basketball

f. Are there any historical variables, scheduling, opponents, etc. that significantly impacts ticket sales?

RESPONSE: Yes scheduling. We also reseat both venues every three years so 2020-2022 will be a reseating cycle.

g. Please provide ticket sales data for FY17, FY18 and FY19 by each commissionable ticketed sport in the categories below. Please break out each sport and year separately and include the total net ticket revenue. Excel format is preferred.

RESPONSE: Total ticket revenue has fluctuated between $16 million and $18 million (including football and basketball). We have not sold group tickets historically and only began selling mini plans a few years ago so we are looking to improve dramatically on those numbers. Historically a mass amount of our total was tied directly to, and only to, season ticket revenue. An excel format is not available at this time.

12. In "Section IX- Selection Criteria and Award, Paragraph A, Selection Criteria."

a. Will the University's current partnership with Learfield-IMG College (who own VT's multimedia rights, Paciolan Ticketing, and Sidearm website) have any weight or influence in the decision for this RFP?

RESPONSE: Possibly during negotiations.

b. Does the University view bundling services such as multimedia rights, ticketing software and 3rd party ticket sales units under the same outsourced provider as beneficial?

RESPONSE: Yes

c. The RFP did not include a request for partner references. Would you like for references to be included? If so, how many and will the reference checks be scored in the selection criteria?

RESPONSE: Not necessary at this time.

d. Who are the members of the evaluation committee? Please list names and job titles.

RESPONSE: Brad Wurthman, Senior Associate Athletics Director, External Operations
Angie Littlejohn, Senior Associate Athletics Director, Internal Operations
Lauren Belisle, Associate Athletics Director, Marketing and Fan Development
Sandy Smith, Associate Athletics Director, Ticket Operations and Customer Service

13. How many unique names with data (phone numbers, emails, etc.) do you have in your current fan/booster ticket database? To what extent have these lists been "mined" in the recent past, in terms of emailing and used for outbound phone calls?

    RESPONSE: Our current list is approximately 200k and is growing each day. They have been emailed but very few have been contacted via phone.

14. Does Athletics have a Customer Relationship Management (CRM) system? If so, which one? (Salesforce, Dynamics, HubSpot, etc.)

    RESPONSE: Salesforce

15. Would the University allow the service provider to take new stand-alone donations for athletics that are not directly tied to any ticket sold? If yes, what is the size of the athletic ticket donor database?

    RESPONSE: Yes. We currently have 16k in our annual fund.

16. When was the last time Athletics conducted any fan research studies? Please provide an overview on the scope of any research that has been previously conducted.

    RESPONSE: We conduct ongoing research but not anything robust enough to consider it a research study. This is something we are working towards executing in 2020.

17. Are there any services (ticket technology, research, etc.) that the University would like the vendor to include in their bid as a value-add?

    RESPONSE: Not necessarily but we are open to the vendor providing rationale behind their expertise and how their additional services can support the effort.

18. Will this RFP document be the final contract? If so, may we add a handful of terms and conditions at the end of our RFP response?

    RESPONSE: This RFP will be included in the final contract. You may add your terms and conditions but if that vendor is chosen for negotiations then those terms and conditions would have to be sent to Virginia Tech legal for review.

19. I did not see a place to take exception to any of this RFP's terms and conditions; may we add a page at the end of our RFP response with those exceptions?

    RESPONSE: Yes but the exceptions will have to be sent to VT legal for review if chosen for negotiations.

Learfield | IMG College
Ticket Solutions

Redacted

9.25.19

RFP #0058665

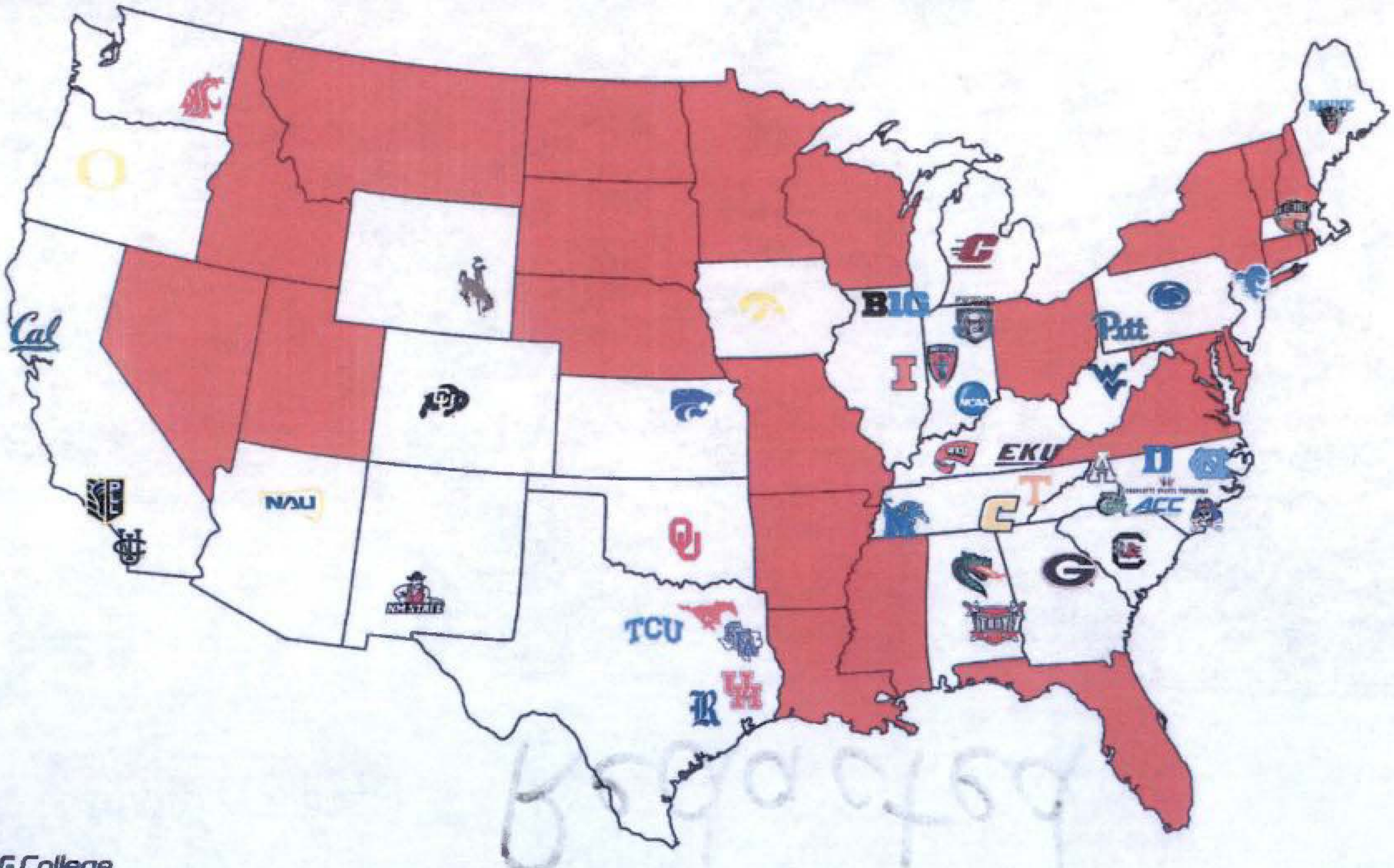
360 DEGREE SOLUTION

HIGH-VALUE EXPERTISE

STAFF GROWTH & DEVELOPMENT

ENGAGED FAN RELATIONSHIPS

REVENUE GROWTH



HIGHLIGHTS

$149 MILLION
TICKET & FUNDRAISING
REVENUE IN 2018

1.85 MILLION
PHONE CALLS IN 2018
BY 170+ SELLERS

2.5 MILLION
TICKETS SOLD
IN 2018

17

PARTNERS **IN THE POWER 5**

CURRENT PARTNERS

11

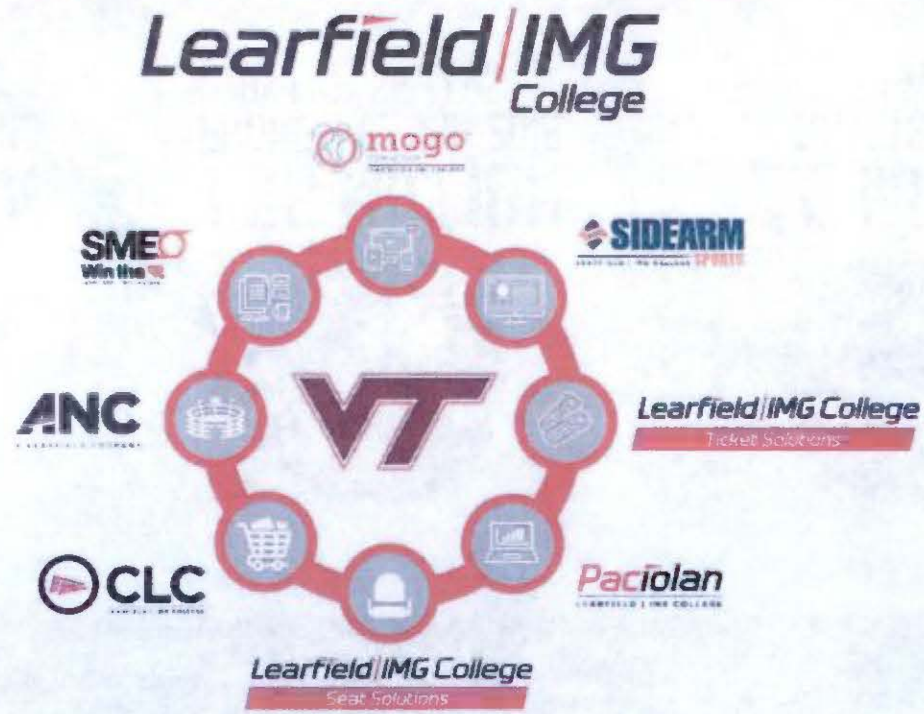
NEW PARTNERS
IN 2019

9

PARTNERS RE-SIGNED
IN 2019

TOTAL SOLUTION

Experience with ACC Programs	Multiple Extended Business Already on Campus	9 Years of Proven Results in College Athletics
Duke	Paciolan	$900MM+ in ticket and fundraising revenue
North Carolina	SIDEARM	$15MM+ tickets sold to fans
Pitt	Multimedia	80+ partner schools, teams and conferences
	CLC	



PEOPLE SOLUTION

Derek Stahl
WEST VIRGINIA
Sr. Account Executive

Brent Kepner
PENN STATE
Account Executive

Adam Jacquez
OKLAHOMA
Account Executive

[redacted]

DIGITAL SOLUTION

Ticket Solutions can leverage pricing, service and support from key vendors across the industry.

CRM

- Paciolan (Learfield | IMG College)
- salesforce
- Microsoft Dynamics CRM

Data Warehouse

- KORE Software
- SSB
- circle media

Lead Evaluation

- TURNKEY
- Navigate
- in Sales Navigator

Sales Distribution

- mogo interactive
- GOVX – Savings for those who serve
- fevo
- GROUPMATICS
- experience
- VET TIX

Communication

- zipwhip
- dialsource
- mogo interactive
- ReplyBuy
- WebsiteAlive – Let's Connect

SEASON TICKET REVENUE

Season ticket sales are the #1 source of new ticket revenue among all partner schools, and the backbone of an athletic department's budget and forecast.

Ticket Solutions averages over 2,500 NEW football season tickets and over $800,000 in NEW football season ticket revenue at Power 5 partners annually

MAXIMIZING SELLER EFFICIENCY

FAVORABLE SALES TIMELINES

COMMUNITY EVENTS

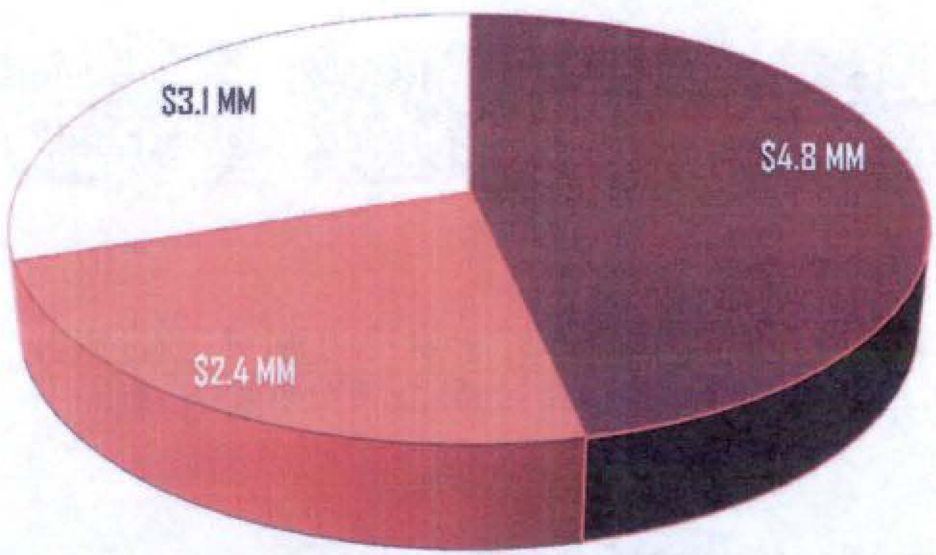
OVERCOMING OBJECTIONS

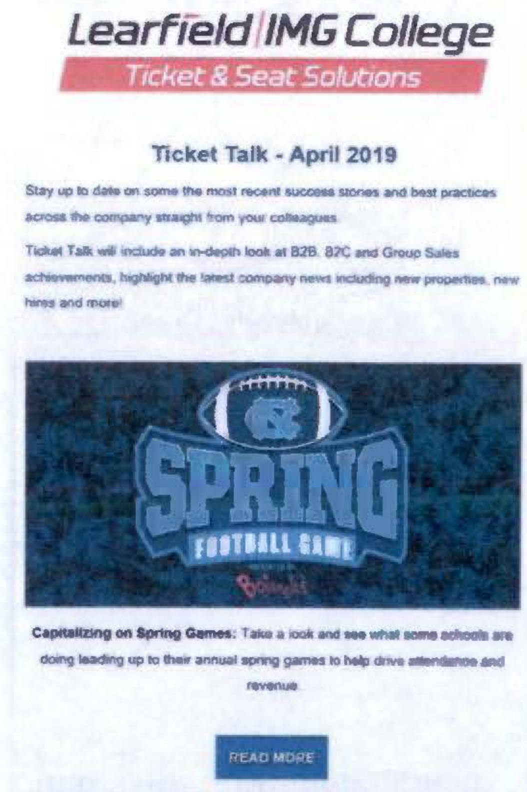
GROUP TICKET REVENUE

WHY are group sales important?

Group ticket buyers become your next season ticket holders.

2018 Football Group Sales




Learfield | IMG College
Ticket & Seat Solutions

Ticket Talk - April 2019

Stay up to date on some the most recent success stories and best practices across the company straight from your colleagues.

Ticket Talk will include an in-depth look at B2B, B2C and Group Sales achievements, highlight the latest company news including new properties, new hires and more!

SPRING FOOTBALL GAME

Capitalizing on Spring Games: Take a look and see what some schools are doing leading up to their annual spring games to help drive attendance and revenue.

READ MORE

Ticket Talk is Ticket Solutions' national publication for all partners to share best practices

BIG 9 THEME DAYS

The "Big 9" theme days each have its own unique sales approach to maximize results.

Youth Sports Day

Spirit Day

Band Day

Union Day

Faith & Family Day

Healthcare Appreciation

Military Appreciation

Scouts/4-H Day

Education Day

THE DRIVE FOR 25

Donations are critical to ensure athletic departments maximize revenue.

EXTENSION OF YOUR DEVELOPMENT TEAM

- Deploy highly trained sales and service team to expand donor base
- Work side by side with Development staff

2018 TICKET SOLUTIONS GENERATED NEW DONATIONS

$863,855

$742,845

$566,231

2018 FOOTBALL RESULTS

2018 FOOTBALL SEASON TICKET LEADERS

*New season tickets sold by our staff

2018 FOOTBALL GROUP TICKET LEADERS

[redacted]

PARTNER ENDORSEMENTS

"IMG Learfield has been at Penn State since 2011 and every year they continue to impress with tremendous work ethic, customer service and sales results. **The infusion of IMGL's Data Analyst Ashik Idrisy has taken our sales process to a new level**. With his addition we have been able to make data driven decisions about things such as pricing and inventory control. They have truly been a huge part of the success at Penn State University."

TOM MCGRATH
Associate A.D./Business Relations

"As we close out the second year of our partnership with IMG Learfield Ticket solutions they continue to deliver outstanding value and service to the Carolina Athletics community. In 2017 they sold almost 5,000 new football season tickets, **developed numerous new and innovative sales campaigns delivering solid results and have provided outstanding strategic advice** that assisted us in developing a new pricing strategy for our football stadium. They have become an integral part of our team."

RICK STEINBACHER
Sr. Associate A.D./External Communication

"IMGL Ticket Solutions has brought the **highest level of professionalism and expertise to our partnership**. The IMGL team has been an outstanding resource in the formulation and execution of pricing, marketing, sales, and customer retention strategies, as we seek to maximize the fan experience, engagement, and revenues. Their staff is a fully-integrated part of our team and has gone above and beyond in the services they provide not only to our athletic program but to our fans."

ERIC ROEDL
Deputy Athletic Director

BUSINESS INTELLIGENCE ROAD MAP

Ticket Solutions manages the process and closes new leads by phone

2 out of 3 buyers on average are NEW leads to the database

Automated call system used to track and maximize call production

A centralized CRM will help sales team stay efficient and organized

All of these tools have full API integration with Paciolan

[redacted]

[redacted]

[redacted]

[redacted]

DEVELOPING STAFF

[redacted]

MVP PLAYBOOKS

MVP Playbooks are each property's centralized ticket sales strategy. Ticket Solutions will create a customized sales plan for Virginia Tech.

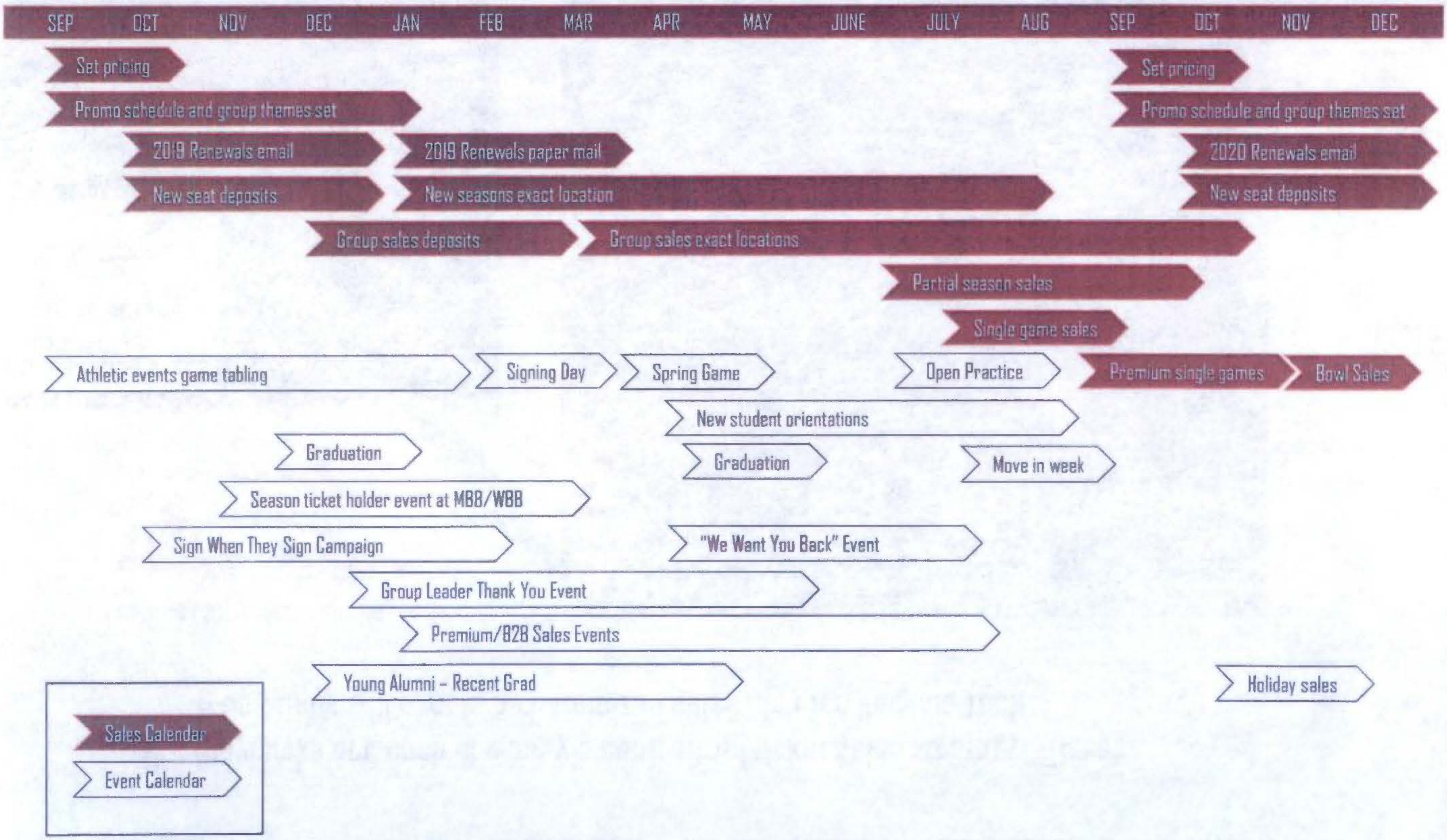
LEARFIELD IMG COLLEGE TICKET SOLUTIONS

MVP

MOST VALUABLE PRACTICES

[redacted]

ADVANCING FOOTBALL TIMELINES



Learfield IMG College
Ticket Solutions

PROPOSAL

RFP #0058665

PARTNERSHIP RECOMMENDATION

Staffing

- Ticket Solutions will cover all salaries, commissions, benefits, travel and entertainment for 9 full-time staff members including a General Manager, Data Analyst, and Account Executives

[redacted]

Partnership Term

- 5 year partnership

Learfield|IMG College
Ticket Solutions

THANK YOU!

RFP #0058665

RFP 0058665
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Kim Widrig, Procurement Officer/Buyer Senior Phone: (540) 231-8543 e-mail: kdcromer@vt.edu

DUE DATE: Proposals will be received until September 25, 2019 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/ .

X **Large**

____

____ **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.

<table>
<tr><td colspan="2">FULL LEGAL NAME (PRINT)
(Company name as it appears with your Federal Taxpayer Number)
A-L Tier II, LLC</td><td colspan="2">FEDERAL TAXPAYER NUMBER (ID#)
[redacted]</td></tr>
<tr><td colspan="2">BUSINESS NAME/DBA NAME/TA NAME
(If different than the Full Legal Name)
IMG Learfield Ticket Solutions, LLC</td><td colspan="2">BILLING NAME
(Company name as it appears on your invoice)</td></tr>
<tr><td colspan="2">PURCHASE ORDER ADDRESS</td><td colspan="2">PAYMENT ADDRESS</td></tr>
<tr><td colspan="3">CONTACT NAME/TITLE (PRINT)
Tyler Reichwein</td><td>E-MAIL ADDRESS
Tyler.Reichwein@imglearfield.com</td></tr>
<tr><td>TELEPHONE NUMBER
352-223-9361</td><td>TOLL FREE TELEPHONE NUMBER</td><td>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</td><td></td></tr>
</table>

I acknowledge that I have received the following addendums posted for this solicitation.

1 ✓ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ (Please check all that apply)

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 ____________________ Date: 9/19/19

02/12/2019

ADDENDUM # 1 TO RFP # 0058665

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	DUE DATE AND HOUR
September 23, 2019	October 1, 2019 @ 3:00 PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Buyer Senior
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Athletic Ticket Sales, Consulting and Program Management Services

1. Please see the attached responses to inquiries received about this RFP.

2. All other terms, conditions and descriptions remain the same.

3. Note the change in due date. The due date and hour is changed from **September 25 at 3:00 PM TO October 1, 2019 at 3:00 PM.**

I acknowledge that I have read and understand this addendum in its entirety.

Signature

9/26/19
Date

ATTACHMENT 1

1. Virginia Tech Question: As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

   A-L Tier II, LLC's Response: We did provide a redacted copy in our submission package based on what is noted as Trade Secrets according to Virginia State Law. We also provided an explanation of our redacted portions in our Addendum section of our proposal titled "Proprietary Information explanation in Accordance with Section B, 2, e. of the RFP on page 8."

2. Virginia Tech Question: Are there any additional financial or value-added incentives you would like to offer at this time?

   A-L Tier II, LLC's Response: We would like to propose a $150,000 signing bonus paid to Virginia Tech in the first year of the partnership as our investment to support you with new sales strategies we have found successful in the past year at some of our other partnerships. $100,000 of that bonus will be used to purchase $100,000 worth of ticket inventory from Virginia Tech, which we will manage at our discretion after purchasing. The other $50,000 will be used to fund mutually agreed upon Business intelligence tools and resources such as ReplyBuy, Outreach Sales Engagement, SSB, or other technology tools.

3. Virginia Tech Question: Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.

   A-L Tier II, LLC's Response: On the very last page of our submission you should find a page titled "Additional Terms and Conditions of Proposal." We ask these terms and conditions to be included.

4. Virginia Tech Question: Does A-L Tier LLC agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

   A-L Tier II, LLC's Response: Yes.

5. Virginia Tech Question: Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

   A-L Tier II, LLC's Response: Yes.

6. Virginia Tech Question: Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

   A-L Tier II, LLC's Response: Yes.

7. Virginia Tech Question: End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperative fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

   A-L Tier II, LLC's Response: We will definitely be able to assist with a smooth transition plan if the contract ends for any reason as it will be important both for the athletic department and the fans of Virginia Tech Athletics. The most important component will be transparency with one another and as long of a notice window as possible so we can take into account the human element of such a business decision.

8. Virginia Tech Question: Do you agree that the initial contract period shall be 3 years?

   A-L Tier II, LLC's Response: Per our "Exceptions to RFP Terms and Conditions" section on the next to last page of our submission, we propose an initial contract length of 5 years.

9. Virginia Tech Question: Upon completion of the initial contract period, the contract may be renewed by Virginia Tech upon written agreement of both parties under the terms of the current contact. Are there any incentives to have longer renewal terms?

   A-L Tier II, LLC's Response: We will be happy to negotiate in good faith at that time and provide Virginia Tech with additional value-added incentives based on the state of the ticket sales and sport industry at that time, but it is too early to tell what those may be now.

10. Virginia Tech Question: If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

    A-L Tier II, LLC's Response: Our commission percentages will not change at all for the life of the contract.

11. Virginia Tech Question: If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?

    A-L Tier II, LLC's Response: Our commission percentages will not change at all for the life of this contract, but we cannot guarantee that for future contracts as there are too many variables.

12. Virginia Tech Question: While other factors such as the methodology, quality of service and prior experience are considered during the selection process, the evaluation of price, including the annual maintenance fee, is a key element of the evaluation. With this in mind, please provide A-L Tier LLC's most competitive price structure.

    A-L Tier II, LLC's Response: While we have already offered the most competitive commission structure, we would like to include a $150,000 signing bonus in the first year of the partnership as mentioned in question 2. Please see question 2 for more details.

13. Virginia Tech Question: Will A-L Tier LLC agree to participate in the Wells One AP Control Payment System?

    A-L Tier II, LLC's Response: Yes.

14. Virginia Tech Question: Please provide your best schedule of prices for all services offered.

    A-L Tier II, LLC's Response: See question 12.

15. Virginia Tech Question: How soon after contract award can you begin providing services?

    A-L Tier II, LLC's Response: We will begin recruiting for staffing positions immediately upon execution and staff will be on site within 45-60 days.

16. Virginia Tech Question: Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

    A-L Tier II, LLC's Response: Yes, we are registered.

17. Virginia Tech Question: Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

    A-L Tier II, LLC's Response: Yes.

18. <u>Virginia Tech Question:</u> Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

    <u>A-L Tier II, LLC's Response:</u> Yes.

19. <u>Virginia Tech Question:</u> Please submit a revised quotation to incorporate any changes resulting from these negotiations.

    <u>A-L Tier II, LLC's Response:</u> See attached.

20. <u>Virginia Tech Question:</u> Virginia Tech's Communication Network Services Department (CNS) network utilizes the entire frequency range allocated to the Industrial, Scientific, and Medical (ISM) band, 2.4 to 2.4835 GHz. Does vendor agree that there will be no conflicts with the existing CNS wireless 802.11g network at Athletics?

    <u>A-L Tier II, LLC's Response:</u> We will not be bringing any of our own technology hardware and will rely on Virginia Tech's IT Department's expertise in this area.

21. <u>Virginia Tech Question:</u> For purposes of interacting with HokieMart, please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.

    <u>A-L Tier II, LLC's Response:</u> Chad Johnston
    ***O**: 949-823-1691*
    ***E**: <u>Cjohnston@paciolan.com</u>*

22. <u>Virginia Tech Question:</u> Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 0058665 shall govern the contract if a contract is awarded to your company?

    <u>A-L Tier II, LLC's Response:</u> Per our "Exceptions to RFP Terms and Conditions" section on the next to last page of our submission, we have taken exceptions to some of your Terms and Conditions. See Exhibit 1 for summary.

Exhibit 1

In the event of a conflict between the terms and conditions of any of the Contract Documents, the terms and conditions proposed here in Exhibit 1 shall control.

RFP GENERAL TERMS AND CONDITIONS

1. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).

   In every contract over $10,000 the provisions in A and B below apply:

   A. During the performance of this contract, the Contractor agrees as follows:

   1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

   B. The Contractor will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. **ANTITRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and

to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Virginia Tech and the Commonwealth of Virginia under said contract.

3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.

5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:

   A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract

   B. Virginia Tech may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:

      1) By mutual agreement between the parties in writing; or

      2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or

      3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse

the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the contract generally.

6. **CLAIMS**: Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Procurement, Procurement Department, North End Center, Suite 2100, Virginia Tech, 300 Turner Street NW, Blacksburg, Virginia 24061, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (*Code of Virginia,* Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Procurement decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Procurement shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia,* Section 2.2-4364.

7. **CLARIFICATION OF TERMS**: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

8. **COMMONWEALTH OF VIRGINIA PURCHASING MANUAL FOR INSTITUTIONS OF HIGHER EDUCATION AND THEIR VENDORS**: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review in the Virginia Tech Procurement Department or by accessing URL http://www.procurement.vt.edu on the Web.

9. **CONFLICT OF INTEREST:** Virginia Tech is a public university, subject to the laws of the Commonwealth of Virginia. Among these is the State and Local Government Conflict of Interests Act (The Act). The Act can be accessed via http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+2.2-3100. You may wish to consult the provisions of The Act before submitting a response to the Request for Proposal. Additionally, by submitting a proposal or by entering into any resulting contract, the offeror certifies that it is in full compliance with the provisions of The Act as to this RFP.

10. **CONTRACT PARTICIPATION**: Any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract/purchase order if authorized by the contractor.

    Participating entities shall place their own order(s) directly with the Contractor and shall fully and independently administer their use of the contract/purchase order 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/purchase order. 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/purchase order no matter the circumstances.

11. **DEBARMENT STATUS**: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

12. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Tech, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Virginia Tech may have.

13. **DRUG-FREE WORKPLACE**: In every contract over $10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

14. **EO/AA STATEMENT**: If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

    Virginia Tech does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.

    For inquiries regarding non-discrimination policies, contact the Office for Equity and Accessibility at 540-231-2010 or Virginia Tech, North End Center, Suite 2300 (0318), 300 Turner St. NW, Blacksburg, VA 24061.

15. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

16. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Failure to register may result in the proposal being rejected.

17. **FACSIMILE PROPOSALS**: Facsimile **unsealed** proposals received in the Virginia Tech Procurement Department prior to the time and date designated for proposal submission will be accepted.

    For **sealed** Request for Proposal (RFP) programs, an offeror may fax a proposal to a ***non-Virginia Tech*** third party, who in turn must deliver it, with the number of copies specified in the RFP, to the Procurement Department in a sealed envelope before the proposal due date and time. All information requested in the Proposal Preparation and Submission section of the RFP must be delivered with each copy of the proposal.

18. **FEDERAL FUNDS**: If goods and/or services under this procurement are funded by Federal grants or awards, the terms and conditions governing 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (effective 12/26/14) shall also apply.

    APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

    If a Purchase Order is issued under a Federal Government grant, award or contract/subcontract, it shall be subject to the clauses and conditions of that grant, award or contract/subcontract and all applicable Federal Regulations.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

20. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature, furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or failure of Virginia Tech to

use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

21. **INDEPENDENT CONTRACTOR**: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

22. **LATE PROPOSALS**: To be considered for selection, proposals must be received by the Virginia Tech Procurement Department, Ste. 2100, Virginia Tech, 300 Turner Street NW, Blacksburg, Virginia 24061, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Virginia Tech Procurement Department. Proposals received in the Virginia Tech Procurement Department after the date and hour designated are automatically disqualified and will not be considered. Virginia Tech is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intrauniversity mail system, or another means of delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech Procurement Department by the designated date and hour.

23. **MANDATORY USE OF VIRGINIA TECH FORMS AND TERMS AND CONDITIONS**: Failure to submit a proposal on the official Virginia Tech form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation 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.

24. **NONDISCRIMINATION OF CONTRACTORS**: An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

25. **NONVISUAL ACCESS TO TECHNOLOGY**: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of (the "Technology") Virginia Tech shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

    (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
    (ii) the Technology equipped for nonvisual access shall be compatible with the information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

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

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.

26. **PARKING PERMITS**: Virginia Tech Parking Services requires the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is listed on the Parking and Transportation website under vendor/business/contractor https://parking.vt.edu/permits/pricing.html. Permit options include one year, six months, three months, summer, or day. Permits are available through application at Virginia Tech Parking Services, 505 Beamer Way, Blacksburg, Virginia 24061. Additional information is available at https://parking.vt.edu/parking/vbc.html or by calling Parking Services at (540) 231-3200.

27. **PAYMENT**:

A. TO PRIME CONTRACTORS:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Virginia Tech or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

B) **TO SUBCONTRACTORS**:

1) A contractor awarded a contract under this solicitation is hereby obligated:

a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

b) To notify Virginia Tech and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

28. **PRECEDENCE OF TERMS**: Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

29. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be publicly posted on the DGS/DPS eVA web site www.eva.state.va.us . Award information may also be obtained by contacting the buyer whose name appears on the solicitation.

30. **QUALIFICATIONS OF OFFERORS**: Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Virginia Tech all such information and data for this purpose as may be requested. Virginia Tech reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Virginia Tech further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified

to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

31. **SMALL, WOMEN, AND MINORITY-OWNED (SWAM) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) business. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the Owner at a minimum the following information: name of firm, SBSD SWAM certification number, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Note that SWAM vendors MUST be certified with the Virginia Department of Small Business and Supplier Diversity (SBSD) http://www.sbsd.virginia.gov.

B. Definitions:

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

2) **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.

3) **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.

4) **Minority individual** – means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

a) "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

b) "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samos, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

c) "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

d) "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

C. All Small, Woman-owned, Minority-owned and Disabled Veteran-owned businesses who meet the definition established by the Code of Virginia as certifiable are strongly encouraged to obtain certification with the Virginia Department of Small Business and Supplier Diversity (SBSD).

32. **SUPREMACY CLAUSE**: Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in Virginia Tech's bid prevail over contrary terms and conditions contained in the bidder's response.

33. **SUSTAINABILTY COMMITMENT:** To become a Leader in Campus Sustainability, Virginia Tech developed a unique Climate Action Commitment and Sustainability Plan (VTCAC&SP) https://www.facilities.vt.edu/content/dam/facilities_vt_edu/sustainability/climate-action-commitment.pdf.

    The Supplier agrees to use its best efforts to support Virginia Tech's environmental sustainability efforts and promote sustainable business practices within its own organization. Virginia Tech may from time to time request information from the Supplier to ensure that it is demonstrating commitment to environmental sustainability. The Supplier agrees to provide information as requested. In addition, the Supplier will consider any commercially reasonable requests that Virginia Tech puts forth to promote environmentally sustainable business practices. The Supplier's response to these requests may inform Virginia Tech's decision when purchasing those goods or services in the future.

34. **TAXES**: Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

35. **TESTING AND INSPECTION**: Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

36. **TRANSPORTATION AND PACKAGING**: By submitting their proposals, all offerors certify and warrant that the price(s) offered are for FOB destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

37. **USE OF BRAND NAMES**: Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts

and technical detail to enable Virginia Tech to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

ADDITIONAL TERMS AND CONDITIONS

A. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other 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 written notice to the Contractor if the Contractor materially breaches this Agreement, and such breach goes uncured for a period of thirty (30) days following notice from Virginia Tech. 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: Kim Widrig

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University (Virginia Tech)

Attn: Brad Wurthman

Athletics Department

Jamerson Athletics Center, Rm 353

21 Beamer Way (0502)

Blacksburg, VA 24061

(O): 540.231.2937 | (C): 513.508.4107 | (E): wurthman@vt.edu |

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.

I. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

SPECIAL TERM & CONDITIONS

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.

EXCLUSIVITY: So long as Ticket Solutions is providing the Services pursuant to this Agreement, University agrees not to engage any third party to perform any of the Services for University Athletic Events ticket sales.

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.

<u>INSURANCE COVERAGES AND LIMITS REQUIRED</u>:

A. Worker's Compensation - Statutory requirements and benefits.

B. Employers Liability - $100,000.00

C. General Liability - $2,000,000.00 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. If the contractor provides the required General Liability coverage and an endorsement naming Virginia Tech and the Commonwealth of Virginia as additional insured, the Owner's and Contractor's Protective Liability shall be waived.

D. Automobile Liability - $500,000.00

E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk 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.

F. 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, <u>including but not limited to claims under the Worker's Compensation Act</u>. 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.

NON-SOLICITATION OF EMPLOYEES: University represents and agrees, without Ticket Solutions' prior written consent or until a date more than twelve (12) months following this Agreement's termination, University (including any University department, division or affiliate) will not solicit, employ or engage as an employee or independent contractor, for a

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position within or affiliated with University's Athletics Department, any person who is/was (i) a Ticket Solutions employee or independent contractor and (ii) directly involved in providing University the Services.

SERVICES

A. During each Contract Year, University shall provide the following, at no cost to Ticket Solutions, in order to facilitate Ticket Solutions' performance of the Services:
   i. Office space conducive to performance of the Services and all necessary office equipment (*i.e.*, office furniture (including, but not limited to, desks, office chairs, cubicles and telephone headsets), computers and telephones with which Ticket Solutions' staff can perform the Services appropriately);
   ii. Telephone lines (including for traditional local and long-distance (but not cellular)
   services and direct telephone lines for Ticket Solutions' staff) and Internet services;
   iii. Computer and other information-technology support;
   iv. Individual access to University's full-ticketing databases/systems (including current and previous season-ticket holders for all sports, single-game buyers, non-renewed season-ticket holders, approved donors, athletic-department vendors, alumni, marketing and other to-be-identified databases/systems) for Ticket Solutions' staff;

B. University will be responsible (at no cost to Ticket Solutions) for processing payments related to all tickets Ticket Solutions sells for University Athletic Events, including processing credit-card payments, paying applicable fees associated with credit-card services, remitting all required local, sales and other taxes due with respect to such sales and paying any other fees due to government entities or agencies as a result of such sales. University will also be responsible for ticket printing and distribution, including shipping and delivery to applicable fans and purchasers, at no cost to Ticket Solutions.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.