



Request for Proposal #0010903

for

Management Services for The Inn at Virginia Tech
and Skelton Conference Center

November 2, 2009

RFP 0010903
GENERAL INFORMATION FORM

1. **QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: James E. Dunlap, CPPB, VCO, Phone: (540) 231-8543, e-mail: jdunlap@vt.edu.
2. **DUE DATE:** Sealed Proposals will be received until January 14, 2010 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.
3. **ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 270 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.
4. **PRE-PROPOSAL CONFERENCE:** See Section VIII. for information regarding a pre-proposal conference.
5. **TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: _____. For certification assistance, please visit: <http://www.dmb.e.state.va.us/swamcert.html>.

_____ **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. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE 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.

6. **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 services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

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

04/09

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for management services for The Inn at Virginia Tech and Skelton Conference Center by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is for 5 years, or as negotiated. There will be an option for a five year renewal, or as negotiated.

III. BACKGROUND:

The Inn at Virginia Tech and Skelton Conference Center is the premier hotel in Blacksburg, Virginia and the New River Valley. The Hotel features 147 guest rooms and suites, a 700-seat ballroom, 10 conference rooms with a total of nearly 24,000 square feet of conference space. The Inn at Virginia Tech and Conference Center is located on the campus of Virginia Tech and is well-situated to satisfy the transient lodging and meetings needs of visitors to Virginia Tech and the Blacksburg and Montgomery County, Virginia area.

Virginia Tech, as owner of the Inn at Virginia Tech and Skelton Conference Center (“the Inn”) is seeking to hire an experienced hotel and conference center management company, to manage the operation, sales and marketing for the first class facilities at the Inn.

PLEASE NOTE: Parties interested in the opportunity that is the subject of this Request for Proposal are also encouraged to review and respond to the Request for Proposal issued by the Hotel Roanoke Conference Center Commission and the Hotel Roanoke LLC concerning the Hotel Roanoke and Conference Center in Roanoke, Virginia. A copy of this RFP is available by contacting Mark Woodworth, PKF Consulting: RFP_VATECH@pkfc.com.

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

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

There are registration fees and 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/register/vendorreg.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: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

V. STATEMENT OF NEEDS:

Virginia Tech needs the services of an experienced hotel and conference center operator to provide management services for the Inn at Virginia Tech and Skelton Conference Center. The scope of the services shall encompass overall administration, operation and management of all facilities at the Inn. The services provided should include:

- A. Developing an annual marketing plan, business plan, and creating a detailed annual budget to be approved by Virginia Tech.
- B. Meeting or exceeding the approved budget while maintaining quality standards established by Virginia Tech.

- C. Procuring and furnishing all necessary management, labor and materials, bonds, and insurance necessary and required to operate the Inn in accordance with the Laws of the Commonwealth of Virginia.
- D. Reporting to a designated representative who will serve as a point of contact between Virginia Tech and the selected management firm. Virginia Tech reserves the right to designate a third-party asset manager to serve as its "Owner's Representative".
- E. Working closely with the Owner's Representative, if applicable, to facilitate information transfer, decision-making, and project management.
- F. The legal document to be created to support the relationship between the Virginia Tech and the contractor will be a Qualified Management Agreement ("QMA") with an initial term of five (5) years (or as negotiated) and a five-year renewal option (or as negotiated). This agreement must meet the strict requirements established in the 1997 IRS Revenue Proclamations for the guidelines for management agreements for facilities that are constructed through funding generated from the sale of tax exempt bonds.

VI. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements

- 1. RFP Response: To be considered for selection, Offerors must submit a complete response to this RFP. **One original, three hard copies and an electronic version (physical media such as DVD, CD or USB device)** of each proposal must be submitted to:

Virginia Tech
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

Reference the Opening 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.

B. Specific Requirements

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

1. **Table of Contents** – listing the title of each tabbed section and title of any additional information included within the Proposal.
2. **Tab 1– Proposal Summary (Overview)** – A summary of the salient points within each tabbed section of the Proposal is required and must contain the information listed below in “bullet” format using the following order and numeric identification. This is to ensure consistency among the submitted Proposals.
3. **Tab 2 – Company Information (maximum of 12 pages)** – The Proposal shall address the organization’s overall capabilities as they relate to management of the Inn. Include the organization’s experience with similar projects, focusing primarily on projects currently under offeror’s management. Specific experience with Qualified Management Agreements should be noted. Provide within this description documentation of the organization’s experience with conference center marketing, operations within a university environment, financial management and reporting, internal controls and organizational skills that would apply to the Projects. Also incorporate the following information:
 - a. Name of contact person(s) for correspondence and notification purposes;
 - b. Legal name(s) of principal officer(s) and authorized representatives to work with Owners;
 - c. Summary of qualifications and similar projects managed in last five (5) years; and
 - d. Prior experience with public-sector entities. Experience in operating a hotel and/or conference center in a university environment should be highlighted.

Provide a summary of the finances including assets and liabilities of the entity that will be responsible for all management services and the name, telephone number, and contact person of the financial institution(s) familiar with the history of such entity. Include a copy of the most recent complete year’s (calendar or fiscal) financial statement of the entity and an interim statement for the current year or portion of the current year, stating whether said statement was audited or unaudited. The entity’s last filed federal tax return should also be available for review by the Virginia Tech if requested. Audited statements for the two (2) immediate prior years should be available if requested by Virginia Tech.

4. **Tab 3 – Industry Knowledge and Experience (maximum of 7 pages)** – Provide, in detail, a list of the organization’s experience in managing lodging and conference operations, particularly any which are destination-oriented in their market positioning as well as operations located in a university environment.

Illustrate the organization's success and track record in managing these types of facilities and describe approaches taken in similar situations and how those approaches created value for owner(s) of the operations.

5. **Tab 4 – Management Approach, Action Plan and Expectations (Maximum of 25 pages)** – The Proposal should include the listed question followed by the offeror's response, in the following order.

a. **REVENUE GENERATION AND MARKETING**

- 1.) Describe the offeror's proposed market orientation for the Inn such that its economic value is maximized.
- 2.) What design, operational and marketing services would the offeror employ to create that orientation, if any? Provide justification for each recommendation.
- 3.) Comment upon the synergy between the Inn and the related conference facilities as it would affect the marketing of the Inn at Virginia Tech and Skelton Conference Center.
- 4.) Discuss the company's and corporate personnel's familiarity and experience with operating conference and group-oriented lodging facilities. Specifically address the offeror's experience with hotels and conference center operations in a university setting.

b. **MANAGEMENT**

- 1.) From what office would the offeror oversee management of the Inn? What management and administrative capabilities would offeror have resident on-site? What management and operational responsibilities would the offeror provide through a centralized facility and how would the firm integrate this into a total management plan and benefit the property? Describe the communications systems to be employed between centralized facilities and the Inn.
- 2.) With what hotel and/or conference center operations, and with what ownership entities, has the offeror had (and currently maintains) management relationships? Provide brief outlines of the following for each:
 - Name of operation and description of facilities and services offered.
 - Date owned and/or managed since and date ownership and/or management ended (or date management agreement terminates, if applicable).
 - Name and address of owner and lender (if applicable); contact name; and telephone number.
- 3.) Describe the offeror's proposed approach to management of the lodging and conference facility components; illustrating such description with the organization's and key staff's experience with similar conference and university-oriented lodging and conference facilities.
- 4.) Owners are committed to owning and operating a three-and-a-half star quality facility. To this end, please describe how the offeror's positioning of each component of the Inn will support this objective.
- 5.) Identify specifically and discuss any particular concerns, if any, about the Project.

c. **FINANCIAL PROJECTIONS (PROFORMA)**

- 1.) Offerors are to include in their proposal their own proformas for the initial five (5) years of operation of the Project, in as much detail as possible, for evaluation by Owners and the Evaluation Team. Offerors shall illustrate each component of the Project with its own separate schedule of projected revenues and operating expenses. Summary proformas,

combining all sub-schedules, shall serve as a cover sheet for the proformas. The proformas should be prepared in strict conformity with The Uniform System of Accounts for the Lodging Industry, 10th Edition.

- 2.) NOTE: Historical performance data for the Inn will be provided to interested parties upon receipt of an executed copy of the Confidentiality Agreement included as Attachment C to this document.
6. **Tab 5 – Management Fee Schedule (Maximum of 3 pages)** – Each Proposal shall contain a detailed budget of the management fee structure proposed for each of the projects. Such proposed structure must comply with the strictures of a Qualified Management Agreement.
7. **Tab 6 – References** – Four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.
8. **Tab 7 – Small, Women-owned and Minority-owned Business (SWAM) Utilization:**
 If your business can not be classified as Small, Women-owned, or Minority-owned, describe your plan for utilizing SWAM businesses if awarded a contract. Describe your ability to provide statistical reporting on actual SWAM subcontracting 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 Minority Business Enterprise, it is expected that the certification process will be initiated no later than the time of the award.
9. **Tab 7 – Conflict of Interest** – Each offeror shall provide a notarized statement that neither the organization nor any of its principal officers or majority shareholders has any real or apparent conflict of interest in the presentation of its Proposal or in the provision of management services for the Inn.
- 10 **Tab 8 – General Information Form and Addenda** – The return of the General Information Form and addenda, if any, signed and filled out as required.

VII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Industry Knowledge and Experience	25
2. References	20
3. Management Approach - Management	15
4. Management Approach - Revenue Generation and Marketing	10
5. Management Fee Schedule	10
6. SWAM Utilization	10
7. Management Approach - Financial Projections	5
8. Company Information	5
Total	100

B. Award

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

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE AND SITE VISIT:

An optional pre-proposal conference will be held on December 1, 2009 at 3:30 PM in the Drillfield Room, The Inn at Virginia Tech. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

A site visit of the Inn at Virginia Tech and Skelton Conference Center will be conducted immediately following the pre-proposal conference. This will present prospective offerors an opportunity to take cognizance of any and all conditions that may affect their work if awarded a contract. Claims as a result of failure to participate in the site visit will not be considered by Virginia Tech.

It is strongly recommended that you obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the Virginia Tech Parking Services Department located at 455 Tech Center Drive, phone: (540) 231-3200, e-mail: parking@vt.edu.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA 24061

X. ADDENDUM:

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

XI. CONTRACT ADMINISTRATION:

- A. Jeri Childers, Director, Outreach Program Development, at Virginia Tech or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or her 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 her 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 Purchasing Department through a written amendment to the contract.

XII. TERMS AND CONDITIONS:

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

XIII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form
Attachment C - Confidentiality Agreement

ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_RFP_080409.pdf

Special Terms and Conditions

1. **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.
2. **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.
3. **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.
4. **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.
5. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Purchasing Department.
6. **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.
7. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$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

The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

8. **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
Attn: James E. Dunlap
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

and

Virginia Polytechnic Institute and State University
Attn: Jeri Childers
Outreach Program Development (0364)
702 University City Blvd.
Blacksburg, VA 24061

ATTACHMENT B

**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: _____

ATTACHMENT C

CONFIDENTIALITY AGREEMENT

November __, 2009

Mr. R. Mark Woodworth
Executive Vice President
PKF Consulting
3475 Lenox Road, NE
Suite 720
Atlanta, Georgia 30326

RE: **CONFIDENTIALITY AGREEMENT**

Dear Mr. Woodworth:

In connection with our possible interest in an agreement with Virginia Polytechnic Institute and State University (the "Owner") to manage the Inn at Virginia Tech and Skelton Conference Center (the "IVTSCC"), certain information which is non-public, confidential and/or proprietary in nature will be furnished to us by the Owner or by PKF Consulting, as the advisor to the Owner. All information about the IVTSCC furnished to us by the Owner, PKF or their directors, officers, employees or agents (all such persons collectively referred to herein as "Representatives"), whether furnished before or after the date hereof, and regardless of the manner in which it is furnished, is referred to in this letter agreement as "Proprietary Information". Proprietary Information also includes all reports, data, analyses, and other evaluation materials prepared by the Owner, its Representatives or PKF.

Proprietary Information shall include information in any form or media and shall not necessarily be in writing. Proprietary Information does not include, however, information which (a) is or becomes generally available to the public (b) was available to us on a non-confidential basis prior to its disclosure by the Owner or PKF to us, (c) becomes available to us on a non-confidential basis from a person other than the Owner or PKF who is not otherwise bound by a confidentiality agreement with the Owner, or is not otherwise prohibited from transmitting the information to us, or (d) information that we can or have independently developed without the use of any information provided by the Owner or PKF. As a condition for us to be furnished with the Proprietary Information, we hereby agree to treat the Proprietary Information (including information previously furnished) in accordance with the provisions of this letter agreement and to take or abstain from taking certain other actions set forth herein.

1. Unless otherwise agreed to in writing in advance by the Owner, we agree (a) except as required by law, to keep all Proprietary Information confidential and not to disclose or reveal any Proprietary Information to any person other than those who are (i) directly employed by us or (ii) participating in the evaluation of this opportunity on our behalf (the "Other Recipients") and (b) not to use the Proprietary Information for any purpose other than in connection with our evaluation of this opportunity in a manner which the Owner has approved. It is understood that we will inform all directors, officers, employees referred to above of the confidential nature of such information and shall direct such persons to treat such information confidentially in accordance with this letter agreement.

2. Unless otherwise required by law, we will not, without the Owner's prior written consent, disclose to any person (except to Other Recipients) any information about the opportunity, or the terms, conditions or other facts relating thereto, including the fact that discussions are taking place with respect thereto or the status thereof, or the fact that the Proprietary Information has been made available to us. We agree that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Proprietary Information of the Owner in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that we utilize to protect our own Proprietary Information of a similar nature. We agree to notify the Owner in writing of any misuse or misappropriation

of Proprietary Information, which may come to our attention. We shall not use the Proprietary Information for any purpose or in any manner that would constitute a violation of any law or regulation.

3. In the event that we are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Proprietary Information, we agree (i) to provide the Owner with prompt notice of such request(s) and the information or documents requested thereby so as to enable the Owner to timely consider seeking to obtain an appropriate protective order and (ii) to consult with the Owner on the advisability of taking legally available steps to resist or narrow such request. We further agree that if, in the absence of a protective order or the receipt of a waiver hereunder, we are nonetheless, in the opinion of our counsel, compelled to disclose Proprietary Information to any court or governmental administrative authority or else stand liable for contempt or suffer other material censure or penalty, such information may be disclosed to such court or governmental authority without liability hereunder; provided, however, that we shall give the Owner written notice of the information to be so disclosed as soon as reasonably practical, and shall cooperate with the Owner to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such portion of the information required to be disclosed as the Owner reasonably designates. All actions taken at the request of the Owner shall be taken at the Owner's expense.

4. We will promptly advise the Owner if we determine that we do not wish to proceed with the opportunity. In that case, or if the Owner elects to discontinue discussions with us regarding the opportunity, we and all Other Recipients will, upon the Owner written request, promptly deliver to the Owner or destroy all copies of Proprietary Information in our possession or in the possession of any of our employees, agents, attorneys, accountants or advisors or Other Recipients and will not retain any copies, extracts or other reproductions in whole or in part of the Proprietary Information. All documents, memoranda, notes and other writings whatsoever prepared by us or our advisors that recite information contained in the Proprietary Information shall be returned to the Owner or destroyed.

5. We acknowledge and agree that in the event of any breach of the obligations imposed by this letter agreement, the Owner could be irreparably and immediately harmed. We agree that the Owner, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to seek an injunction or injunctions to prevent breach of this letter agreement and/or to compel specific performance of this letter agreement without the necessity of proving actual damages.

6. We acknowledge that the Owner makes no representation or warranty in this agreement as to the accuracy or completeness of the Proprietary Information. We agree that the Owner shall have no liability resulting from the use of the Proprietary Information supplied by the Owner or its Representatives.

7. We also understand and agree that no failure or delay by the Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

8. We hereby agree that no provision in this letter agreement can be waived or amended except by written consent of the Owner, which consent shall specifically refer to any such provision and explicitly make such waiver or amendment.

9. Nothing in this agreement shall imply or suggest that either party shall have any obligation to negotiate toward an opportunity or to enter into any agreement. If we have completely and adequately described our understandings in the foregoing, please so indicate by signing and returning one copy of this letter agreement, whereupon this letter agreement will constitute our agreement with respect to the subject matter hereof.

11. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

Very truly yours,

[name]

[title]

Confirmed and agreed:

R. Mark Woodworth
PKF Consulting

[name]
[title]
Virginia Polytechnic Institute
and State University