

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: LU214-22-012

This contract entered into this 24th day of February 2023 by CENTERS, L.L.C., a Washington D.C. Limited Liability Company hereinafter called the "Contractor" and Commonwealth of Virginia, Longwood University hereinafter called the "Purchasing Agency."

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 1, 2023 through June 30, 2026, with an option for one (1) five (5) year renewal term through June 30, 2031.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated May 13, 2022:
 - a. The Statement of Needs;
 - b. The General Terms and Conditions;
 - c. The Special Terms and Conditions together with any negotiated modifications of those Special Terms and Conditions;

RFP Addendum 1, dated May 18, 2022;
RFP Addendum 2, dated June 6, 2022;
- (3) The Contractor's Proposal dated June 13, 2022; and
- (4) The Management Agreement included herein as Attachment 1; and the following agreement, all of which documents are incorporated herein.

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

CONTRACTOR:

By: Paul Brailsford

Title: Paul Brailsford, CEO

Date: 2/24/2024

PURCHASING AGENCY:

By: Matthew C. McGregor

Title: Matthew C. McGregor
Vice President for Administration & Finance

Date: 2/24/2023

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.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA 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 the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

MANAGEMENT AGREEMENT
for the
JOAN PERRY BROCK CENTER
at
LONGWOOD UNIVERSITY

Effective Date: 7/1/2023

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37.	UNIVERSITY OF LONGWOOD, REQUEST FOR PROPOSALS
38.	CENTERS, LLC, PRE-OPENING ADVISORY LETTER AGREEMENT

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into effective as of the 1st day of July 2023 (the “Effective Date”), by and between Longwood University (hereinafter referred to as “University”), or its designee, and CENTERS L.L.C., a Washington, D.C. limited liability company and wholly owned subsidiary to Brailsford & Dunlavey (hereinafter referred to as “Manager”).

WITNESSETH:

WHEREAS University desires to hire Manager, and Manager desires to be hired, as University’s Agent, to operate and manage the Joan Perry Brock Center so that University shall have the benefit of the experience, skill, and ability of Manager in the operation of the Center to the mutual benefit of both University and Manager, all upon the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby mutually covenant and agree as follows:

1. **DEFINITIONS.** The following definitions shall for all purposes, unless otherwise clearly indicated in the contrary, apply to the terms used in this Agreement.
 - 1.1 “Agreement” means this Management Agreement, effective as of July 1, 2023, by and between University and Manager.
 - 1.2 “Base Management Fee” has the meaning set forth in Section 13.
 - 1.3 “Business Day” means Monday through Friday of each week, except that a legal holiday recognized as such by the Government of the United States, the Commonwealth of Virginia or by University shall not be regarded as a Business Day.
 - 1.4 “Business Plan” has the meaning as set forth in Section 5.1.
 - 1.5 “Capital Improvement” means any alteration to or rebuilding or renovation of the Improvements, the cost of which generally is capitalized under GAAP and is not charged to property operation or maintenance.
 - 1.6 “Capital Improvement and Replacement Plan(s)” means the plan(s) contemplated by Section 12.4.
 - 1.7 “Cash Receipts” means, for the day or time in question, all cash receipts of any kind, including but not limited to, currency, checks, credit cards, debit cards, electronic funds transfers, money orders, and wires, collected by University or by

Manager and derived, directly or indirectly, from or in connection with the operation Center.

- 1.8 “Center” has the meaning set forth in the recitals to this agreement.
- 1.9 “Completion Date” means the date upon which Manager completes its commitment to the University and vacates the Center’ premises.
- 1.10 “Contract Year” means the year ended June 30.
- 1.11 “Effective Date” has the meaning set forth in the recitals to this Agreement.
- 1.12 “FF&E” means all furniture, furnishings, fixtures (with the term “Equipment” under this Agreement to include sports fixtures), equipment (with the term “Equipment” under this Agreement to include sports equipment), and other personal property owned or leased by University and used in, or held in storage for use in, or if the context so dictates, required in connection with, the operation of the Center, but excluding the following if owned or leased by Manager (i) Operating Inventory, (ii) Operating and Consumable Supplies, and (iii) furniture, fixtures, or equipment. FF&E shall include all furniture, fixtures and equipment owned or leased by University and needed to deliver events, activities and services to Patrons; video and audio equipment, video and audio systems, CATV and programmable music services and related components such as wiring, amplifiers, microphones and antennas used for instructional and entertainment purposes; and office equipment owned or leased by University for use at the Center.
- 1.13 “Fixed Charges” means the sum of (i) Rental Payments, (ii) Impositions, (iii) Hazard Insurance Costs, plus (iv) Depreciation.
- 1.14 “GAAP” means generally accepted accounting principles.
- 1.15 “Gross Revenues” means, with respect to the period in question, all revenues and income of any kind derived directly or indirectly from or in connection with the operation of the Center, determined on the accrual method of accounting in accordance with GAAP, including revenues from the sale or use of, whether on a cash basis or credit, or all the following: conference or meeting rooms, facilities, , service fees, concessions, laundry, food or merchandise, sold or furnished in, at, or from the Center, but excluding (i) federal, state and municipal excise taxes and sales taxes paid by Patrons in connection with goods, merchandise or services purchased by them to the extent that such taxes are separately levied, whether or not itemized on the bill or check: (ii) revenues from the sale of all or any part of the Improvements, FF&E, Operating Inventory, or other surplus items.
- 1.16 “Hazard Insurance Costs” means the costs of insuring all real and personal property

that is owned by University and used in, held in storage for use in, or required in connection with, the operation of the Center, against damage or destruction by fire, weather, sprinkler leakage, boiler explosion, plate glass breakage, or any similar cause.

- 1.17 “Impositions” means all Taxes, assessments, water sewer or other similar rents, rates and charges, levies, licenses fees, permit fees and charges, which at any time may be assessed, levied, confirmed, or imposed on the Center or the operation thereof.
- 1.18 “Improvements” means the buildings, structures (surface and subsurface), fixtures and other physical improvements now or hereafter located on the Land and constituting the Center.
- 1.19 “Independent Accountants” means any of the nationally recognized accounting firms in the United States, as may be recommended by Manager and approved by University.
- 1.20 “Land” means those certain parcels of land located at , upon which the Joan Perry Brock Center is located.
- 1.21 “Legal Requirements” means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Center and the operation thereof, including the Americans with Disabilities Act.
- 1.22 “Major Capital Improvements” means any program of development involving an addition to the Center, or a renovation or refurbishing of the Center, which will upgrade or change the nature or image of the Center (as opposed to a renovation or refurbishing of the Center which take place as part of the normal or cyclical upkeep of the Center).
- 1.23 “Manager” means Centers L.L.C., a Washington D.C. limited liability company, and its permitted successors and assigns.
- 1.24 “Operating and Consumable Supplies” means consumable items used in, or held in storage for use in, or if the context so dictates, required in connection with, the operation of the Center, including, but not limited to, food and beverages, wares, merchandise, other consumable goods used or sold in or from the Center, soap, cleaning materials, linens and towels, office supplies, and other similar items.
- 1.25 “Operating Budget” means the detailed forecast of the Center’ revenues and operating expenses for on fiscal year. The Operating Budget shall be developed by

Manager and approved in writing by the University Representative prior to the start of each fiscal year.

- 1.26 “Operating Cash Flow” means, as of the time or period, the excess of (i) Cash Receipts over (ii) Operating Expenses (for these purposes, Operating Expenses are reduced by those items included in Operating Expenses that constitute non-cash expenses).
- 1.27 “Operating Expenses” means the aggregate of all costs and expense paid or incurred by Manager on University’s behalf with University’s written approval in connection with the operation of the Center, computed in accordance with GAAP, and including all costs and expenses paid or incurred by the University as required of the University pursuant to the terms of this Agreement, including but not limited to the following items:
- 1.27.1 Wages, salaries, payroll taxes, consulting fees, fees paid to independent contractor in connection with the operation of the Center, and other necessary employee costs.
 - 1.27.2 The cost of full-time employee benefits; provide however that the percentage cost of such benefits allocated to an individual employee shall not exceed the percentage of the cost of such benefits provided to Longwood University employees plus 3%.
 - 1.27.3 The cost of acquiring, maintaining, and replacing Operating and Consumable Supplies.
 - 1.27.4 The cost of operating insurance premiums (i.e., the cost of insurance relating to liability insurance, fidelity insurance, life insurance, theft coverage, and worker’s compensating insurance) for policies of insurance related to the Center.
 - 1.27.5 The cost of all license and permit fees required to operate the Center, including legal fees relating to such licenses and permits.
 - 1.27.6 The costs of all Fixed Charges.
 - 1.27.7 The cost of acquiring, repairing, and maintaining Operating Inventory.
 - 1.27.8 The cost of keeping and maintaining the Center clean.
 - 1.27.9 The cost of repairs, maintenance (including landscaping) and replacements of FF&E, the Improvements, and/or the Land, where such costs are properly treated under GAAP as current expenses rather than an asset to be capitalized.

- 1.27.10 The cost of natural gas, electricity, janitorial services, security, cold and hot water, sanitation, garbage removal, snow removal, heating, air conditioning and ventilation and other similar items required in connection with the operation of the Center.
- 1.27.11 Laundry, linen, and dry-cleaning services required in connection with the operation of the Center.
- 1.27.12 The Base Management Fee.
- 1.27.13 Reimbursement of Manager's expenses pursuant to Section 14 hereof.
- 1.27.14 The cost of telephone, telecommunications, cable TV, data links and computer services and installations required to satisfy the Center's communication and information processing requirements.
- 1.27.15 Credit card commissions.
- 1.27.16 Advertising, selling and promotional expenses, including costs incurred to create and maintain the image of the Center; and
- 1.27.17 Any other business expenses as necessary or appropriate.
- 1.27.18 "Operating Inventory" means properly (other than FF&E or Operating and Consumable Supplies) used in, or held in storage for use in, or if the context shall dictate, required in connection with, the operation of the Center.
- 1.28 "Operating Plan(s)" means the plan(s) contemplated by Section 12.1.
- 1.29 "Patrons" means all users of the Center, including students, employees, alumni and guests of University and individuals not affiliated with the University.
- 1.30 "Proprietary Information" shall mean the University's financial and enrollment information and data, business and facilities plan, student and employee data, recruitment strategies, and sales Events & Activities.
- 1.31 "Effective Date" shall mean the beginning date of this Agreement, the 1st day of July 2023.
- 1.32 "Rental Payments" means rental payments made with respect to the lease of any personal property or FF&E used by University and/or Manager in the operation of the Center, including rental payments made for computer systems and related hardware, telephone equipment, and any other items which, had they not been rented, would be purchased, and capitalized under GAAP as fixed assets.

- 1.33 “Repair and Replacement (R&R) Plan” means a 5-year projection, broken down by year, anticipating the repair and replacement of FF&E.
- 1.34 “Standards” means the Standard of Operation and Maintenance as described in Section 3.
- 1.35 “Taxes” means any of the following taxes, should any be applicable: real-estate taxes, personal property taxes, business and occupation taxes, utility taxes, payroll and other taxes related to the Center (but excluding income taxes).
- 1.36 “Termination Date” means the date upon which Manager receives written notification via certified mail of the University’s decision to terminate Manager’s services effective on the Completion Date.
- 1.37 “University” means Longwood University, a non-profit corporation.
- 1.38 “University Representative” has the meaning set forth in Section 7.4.
2. **EMPLOYMENT OF MANAGER.** University hereby hires Manager, and Manager hereby accepts being hired, as the exclusive manager and operator of the Center, with the primary responsibility for managing operations and providing entertainment through scheduled events, activities, and services to the University community. Manager understands that this Agreement provides no stake in the ownership of the Center and does not comprise either a lease of the Center or the conveyance of any interest in real estate.
3. **STANDARDS OF OPERATION AND MAINTENANCE.** The standards of operation will meet or exceed those standards for comparable university facilities. The quality of equipment, amenities, and other services to be provided (including Manager’s monitoring and repairs of such equipment) will be comparable to the highest standards in the industry. Accordingly, University and Manager mutually agree: (i) that the Center shall be operated in accordance with the foregoing objectives and standards, and (ii) that for purposes of this Agreement, the “Standards” means standards that are consistent with the foregoing objectives and standards.
4. **RENEWAL DELIVERABLES.** Within sixty (60) days after the Renewal, provide University with an inventory of all FF&E used or held for use in the operation of the Center.
5. **INITIAL BUSINESS PLAN.**
- 5.1. **Content of the Initial Business Plan.** The Business Plan for the Center is due to the University Representative by March 31, 2023, shall address the following subject areas:
- 5.1.1. Staffing patterns.

- 5.1.2. Schedule of events, activities, team practices, etc. with a description and methodology for prioritizing certain groups (e.g., internal University use vs. external community use) and associated fee/rates. Manager understands that University has existing program commitments that must be honored. The Business Plan will address how these Events & Activities will be carried forward. The University shall provide Manager, upon its reasonable request, with information to meet facility scheduling, demands and deadlines.
 - 5.1.3. Hours of operation and holiday schedules Manager covenants and agrees that it will continuously operate the Center during the agreed upon schedule provided in the business plan and during any other hours designated by the University to Manager at any time throughout the Term. Changes to these hours or any other hours designated by the University must be approved in writing by the University Representative.
 - 5.1.4. Fee schedules to describe ticket fees and rental rates for all categories of Patrons, and service charges or other ancillary services or fees.
 - 5.1.5. The number of non-University events the Center may have.
 - 5.1.6. Inventories of equipment in use or held for use in the Center.
 - 5.1.7. An Operating Budget for the fiscal year.
 - 5.2. Approval of Business Plan. The Business Plan will be subject to the approval of University, and University hereby agrees to examine the Business Plan, and revisions thereto, if any, submitted to it by Manager in accordance with this Agreement. Manager shall not deviate from or amend the Business Plan unless a revision is submitted to University for prior approval. If the Business Plan or revision thereto, is found reasonable and proper, University will provide written approval of such Business Plan, or revision, as applicable. It is contemplated that the Business Plan will be agreed upon by Manager and University within ten (10) business days after submission of the same by Manager to University. University will not unreasonably withhold approval or objections to the proposed Business Plan, or revision. Any objections of University to the Business Plan (or revisions thereto) must be in writing and must set forth in reasonable detail University's basis for not approving the proposed Business Plan (or any revision thereto). University maintains final authority in approval of any part of the Business Plan, or revision thereto. Pending the approval of the Business Plan, Manager will continue to operate the Center in accordance with the Standards.
6. **MANAGER'S OPERATION OF THE CENTER.** From and after the Effective Date, Manager, as agent of University and to the extent funds are available from the operation of

the Center or from University, shall do the following, provided University is not in default of its obligations beyond applicable cure periods, including without limitation University's obligation to pay Manager or advance funds in accordance with the terms of this Agreement.

- 6.1. Management Standards. Manager shall perform all terms and conditions of this Agreement in accordance with the standards stated in the RFP and within approved annual operating budgets and plans.
- 6.2. Personnel. Hire, terminate, train and supervise personnel required in connection with the operation of the Center in accordance with the provisions of Section 9.
- 6.3. Coordination of Events & Activities. Coordinate the Events & Activities offered at the Center with University and negotiate and enter into agreements with independent contractors of such Events & Activities or services which are consistent with the scope of Manager's authority under this Agreement provided such agreements do not extend beyond the term of this Agreement unless permitted to do so in writing by University.
- 6.4. Licenses, Permits and Authorizations. In conjunction with University, assist in the procurement from all governmental agencies and authorities having jurisdiction over the Center, all licenses, permits or authorizations necessary for the operation of the Center, and maintain the same in force, and pay all Impositions with respect to the Center; provided, however, that University or its agents shall be responsible for obtaining all permits or authorizations necessary to construct, fixture, furnish and equip the Center and enable it to open, including any permits or authorizations required under applicable planning and zoning regulations.
- 6.5. Compliance with Legal Requirements and Applicable Laws. Manager will promptly observe and comply with the provisions of all Legal Requirements covering the activities of Manager hereunder and the operation of the Center. Manager agrees to abide by all applicable federal, state and local laws, including but not limited to: health, sanitation, safety rules and regulations, fire codes, certification requirements, and any city regulations or ordinances which pertain to Manager's performance of this Agreement. Manager agrees to provide University documentation of compliance with this section if requested.
- 6.6. Compliance with Business Plan and Operating Plan. Manager will promptly observe and comply with the provisions of the then-current Business Plan and Operating Plan.
- 6.7. Advertising and Promotion. Advertise and promote the Center (in accordance with any applicable budgets and approved marketing plans), in keeping with the practices of comparable quality facilities and consistent with the terms and conditions of this

Agreement and with all applicable laws and regulations.

- 6.8. Arranging Sales and Servicing. Arrange the sale and provision of products and services to Patrons of the Center. Manager may use third party vendors to provide Patron services. Such third-party agreements shall be between Manager and the vendor and subject to the terms and conditions outlined in Section 6.11 of this Agreement.
- 6.9. Repairs and Maintenance. Make or cause to be made in a timely manner repairs to and replacements of furniture, fixtures and equipment owned or leased by Manager (in accordance with any applicable budgets and University procedures), including without limitation all sports equipment and all sports equipment located in the Center regardless of ownership or right of possession under a lease, for operation of the Center in keeping with the Standards. Any assembly process, installation, or repair shall be carried out by experienced personnel under proper supervision. Any improvements owned by Manager shall become the property of University at the termination of this Agreement or any extensions thereto. Manager will make no material alteration to the Center unless approved in writing by University.
- 6.10. Trash Removal and Janitorial Services. Manager shall be responsible for maintaining furniture, fixtures, and equipment in a safe and sanitary condition. Manager will monitor the provision of daily janitorial and trash removal services provided by University for the purpose of maintaining the interior and exterior spaces of the Center up to the Standards. Manager will assist University in its waste recycling efforts.
- 6.11. Contracts. Enter into contracts for services and supplies required to operate the Center, which contracts may include, but shall not be limited to, the following: event bookings, equipment leases, preventive maintenance, digital media marketing, linen supplies, printing and preparation of printed materials, transportation services, commercial rentals, and any other contract related to the operation of the Center; provided, however, that no such contract shall be entered into by Manager without the prior written consent of University if (i) the term of the proposed contract exceeds the term of this Agreement, or (ii) the proposed contract is not specifically provided for in the then applicable Operating Plan, Operating Budget, or Capital Improvement Plan. University shall promptly and timely give its approval or disapproval of any such contract requests that exceed the above limits. It is contemplated that the contract request will be agreed upon within ten (10) business days after Manager has submitted the contract request to University. If University objects to the contract request, and University and Manager do not settle the dispute, Manager is not authorized to enter such contract. If requested by the University, the form of the contracts contemplated by this section shall be agreed-upon by Manager and the University.

- 6.12. Cash Receipts. Deposit or cause to be deposited each day's Cash Receipts with the University using the appropriate University procedures.
- 6.13. Credit and Debit Card Processing. Manager will provide procedures for processing credit and debit card transactions in the Initial Business Plan per Section 5.
- 6.14. Books and Record. Provide administrative and accounting services necessary for the proper operation of the Center and maintain all books and records required to be maintained under this Agreement in accordance with Section 14.
- 6.15. Budgets. Prepare and submit to University: (i) an annual operation plan which shall include a forecast of income and expenses and cash flow (hereinafter the "Operating Plan"), (ii) an annual Repair and Replacement (R&R) Plan as defined in Section 1.37.
- 6.16. Supplies. Purchase, on University's behalf and pursuant to the approved Operating Plan sufficient Operating Inventories and sufficient Operating and Consumable Supplies to ensure the uninterrupted and efficient operation and maintenance of the Center. Manager, however, shall in no event be required to advance any of its own funds for these purposes. Said purchase shall be only for the ordinary and necessary operation of the Center.
- 6.17. University Events & Activities and Promotions. Manager agrees to cooperate with University departments, faculty, and student organizations interested in providing student services or holding special Events & Activities or promotions.
- 6.18. Payments to University. Manager shall make any payment due to University within thirty (30) days of invoice. Manager shall pay third parties in a timely manner.
- 6.19. Collection and Payment of Taxes. Manager shall be responsible for the collection and timely payment of worker's compensation and all applicable local, state and federal taxes, except for property taxes.
- 6.20. Business Operations. Manager shall obtain and maintain at its sole expense, and in the name of Manager, all necessary licenses, permits, approvals, and renewals required to perform its services described herein. Manager shall supply documentation of said licenses, permits, approvals and renewals to University in a timely manner.
- 6.21. Americans with Disabilities Act Compliance. Manager agrees to comply with the Americans with Disabilities Act ("ADA") in any and all modifications and installations to the Center, placement of fixtures, and merchandising of products, provision of Events & Activities or services, and employment of its personnel. Manager also agrees to cooperate with University to ensure ADA compliance.

- 6.22. Non-Discrimination. In performing its obligations under this Agreement and when acting as an agent for University, Manager agrees not to discriminate based upon gender, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age, disability protected under the American with Disabilities Act, or any other classification protected by law.
- 6.23. Misuse of University Property. Manager shall be responsible for any loss or damage, beyond normal wear and tear, to University property that is in the possession or control of Manager or its employees.
- 6.24. Notification of Assignment or Suit. Manager will notify University of any assignment for the benefit of creditors, the commencement by or against it of any proceeding in the bankruptcy, insolvency, or reorganization pursuant to bankruptcy or similar laws, or any notice of suit, threatened suit or potential claim pertaining to the use or occupancy of the Center or Manager's performance or, obligations under this Agreement within ten (10) business days of receipt of any notification or knowledge of said assignment or proceedings.
- 6.25. Patron Participation. Manager will take appropriate steps to protect University and the Center's Patrons by: (i) informing Patrons of the risks associated and (ii) securing waivers and other documentation, as appropriate, from Patrons, except for Longwood University students, holding University harmless for any injury sustained while participating in any activity. The form and content of the various documents required by this section shall be agreed-upon by Manager and the University.
- 6.26. Lost and Found. Lost and found services to be provided at the Center in coordination with the University's Public Safety Department.

7. **RESPONSIBILITIES OF UNIVERSITY.** University shall do the following:

- 7.1. Right to Use and Operate Center. Cause and permit Manager to have the exclusive and peaceable right to operate and manage the Center for the duration of this Agreement in accordance with its stated purposes, including the Improvements and all FF&E owned or leased by University and used in connection with the operation of the Center, and all replacements and additions thereto and substitutions therefore, subject to the termination provisions of Section 16.
- 7.2. Repair and Replacement. At its sole expense, cause the repair and replacement of all structural elements of the Center and the replacement of any worn or damaged FF&E designated by Manager to the University, which repairs and replacements are deemed by Manager and University to be necessary for the operation of the Center in accordance with the Standards and which repairs or replacements are not caused by the willful, wanton, or negligent act or omission of Manager, provided that any such

expenditures are consistent with and in accordance with the Operating Plan.

- 7.3. Funding of Center. Provide in a timely manner those revenues identified in the Operating Budget as being University's responsibility to fund the Center's operations and to satisfy all obligations required by this Agreement.
- 7.4. University Representative. Designate an individual (the "University Representative") who shall be authorized to communicate and coordinate with Manager and to give any approvals required under this Agreement. The University Representative shall be designated by the Vice President, Administration and Finance of the University.
- 7.5. Purchase of Inventory and Supplies. At University's expense, assist Manager in the purchase and acquisition of sufficient Operating Inventories and sufficient Operating and Consumable Supplies to ensure the uninterrupted and efficient operation and maintenance of the Center, provided that any such expenditure is consistent with and in accordance with any applicable budgets.
- 7.6. Budgets. Review annual Operating Budgets and Plans, and Capital Improvement and Replacement Plans, and any revisions thereto, and approve (or revise) the aforesaid in a timely manner in accordance with the applicable provisions of this Agreement.
- 7.7. Services. Provide the following services to the Center in accordance with its University-wide standards:
 - 7.7.1. Security service provided by the University's Office of Public Safety in the same manner provided to other University locations.
 - 7.7.2. Internal and external maintenance of the Center, including daytime and overnight janitorial services, landscaping, building systems, plumbing (including swimming pool pump and filter maintenance), electrical, lighting, HVAC, fire protection, common area security, building shell, windows and doors.
 - 7.7.3. Pest control services provided on the regular University schedule.
 - 7.7.4. Non-exclusive parking for Manager's employees in a location approved and provided by University, it being understood that Manager's employees must purchase University parking permits and abide by applicable parking regulations.
 - 7.7.5. Use of University's identification card network for access control, status verification, and debit card sales.

- 7.7.6. A voice/data communications system backbone, except that port, local and long-distance charges will be considered Operating Expenses, to the extent not paid directly by the user.
- 7.7.7. Building standard utilities.
- 7.7.8. Loading dock for the Center.
- 7.8. Access for Marketing Purposes. To market Events & Activities, services and rental opportunities at the Center, University will assist Manager in making outreach to students, employees, alumni, and other members of the University community. University shall also permit advertising in University publications and facilities.
- 7.9. Enrollment and Employment Data. Provide Manager with current and timely enrollment and employment data and such other information as Manager may reasonably request to the same extent as other internal departments are allowed provided all University policies regarding confidentiality of such information are adhered to.
- 7.10. Equipment to be Provided. Allow Manager the use of FF&E currently owned by University. Manager will return unneeded FF&E to University in the manner prescribed by University policy.

8. JOINT RESPONSIBILITIES OF UNIVERSITY AND MANAGER

- 8.1. Security. Manager and University shall cooperate on providing security for the Center Events & Activities and for property surveillance of the Center. Manager shall cooperate with University's Office of Public Safety to create and maintain a security plan for the Center. Manager will not seek to have University students, faculty, or staff arrested by public authorities, or prosecuted without prior consultation with University.
- 8.2. Theft and Losses. Manager and the University's Office of Public Safety shall assist each other in the investigation of alleged incidents of thefts or losses of personal property that occur in the Center. University shall participate in any investigation to the same level as provided other University departments. University or Manager shall not be responsible for reimbursement to Patrons, employees, or visitors to the Center for any loss incurred on the premises or while participating in any activity sponsored or managed by Manager at any site outside of the Center.
- 8.3. Emergency Procedures. Manager and the University (through its Department of Public Safety) shall cooperate to develop a plan for emergency procedures in case of fire, theft, injury, or other emergencies at the Center.

8.4. Identification Cards. University shall be responsible for providing identification cards for its current students and employees shall provide Manager with access to utilize the identification cards to permit access to the Center and track usage. Manager shall furnish a ticketing system and develop ticketing procedures for all other Patron categories.

8.5. Installation or Relocation of FF&E. Manager shall be responsible for installing or relocating its own furniture, fixtures, and equipment and responsible for all damages done to any part of University's property resulting from the delivery, installation, and/or servicing of Manager's or University's FF&E and shall repair or cause to be repaired at its expense any such damager in a manner satisfactory to University, through its Department of Facilities Operations.

9. PERSONNEL.

9.1. Personnel Policies during Operations of Center.

9.1.1. From and after the Renewal Date, Manager shall have the authority and duty to hire, promote, discipline, discharge, and supervise the work of the Full-time Staff of the Center and to supervise through said Staff the hiring, promotion, discharge, and work of all other operating and service employees performing services in or about the Center at levels necessary for the timely and efficient operation of the Center consistent with the then-current Operating Budget. Manager will have written personnel policies for its employees that address all areas of personnel management including, but not limited to, hiring, discipline, discharge, supervision, compensation, performance review, grievance redress, harassment or discrimination in the workplace, accurate reporting of time and attendance, record retention, sick and vacation time, professional standards, and job duties. All staff hired by Manager, except for University students described in Section 9.3.2, shall be employees of Manager and not University.

9.1.2. Manager assumes full responsibility for payment of its employees and for all their state and federal income tax, unemployment insurance, social security, disability insurance and all other taxes and applicable withholdings. Manager will be responsible for all federal, state, and local laws, ordinances, regulations relating to its employees and will be responsible for making all decisions, including the course of action with respect to all human resource matters. Manager agrees to comply with all applicable state and federal laws and regulations governing employment authorization and screening, including but not limited to completing and maintaining Employment Eligibility Verification Form I-9 for all of its employees. Manager represents and warrants that it is not knowingly employing any workers who are not authorized to work in the United States to service this Agreement.

- 9.1.3. Manager's Full-time Staff may be terminated for cause at any time with cause defined as gross misconduct, continued failure to satisfactorily complete job responsibilities as outlined in the employee's job description, or continued failure to follow Manager's or the University's established policies and procedures.
- 9.1.4. University employees performing services in or about the Center, including but not limited to, building maintenance personnel, security, janitors and cleaning personnel, and others performing services to the Center on behalf of the University, are employees of the University and shall not be considered employees of Manager. Manager shall not be liable to such individuals for their wages or compensation.
- 9.1.5. University shall not interfere with the day-to-day operations of the Center or give orders or instructions to personnel employed at the Center that would interfere with such day-to-day operations unless the health, safety, or security of Patrons is jeopardized or damage to the Center or its FF&E is imminent.
- 9.1.6. Manager may change or replace any of its employees at any time except the following condition: The General Manager requires consultation with University prior to any change or replacement.
- 9.1.7. Manager shall be fully staffed and equipped, and capable of providing the full range of services as outlined in the Operating Plan. Manager's employees will have the appropriate education, experience, and certifications necessary to complete their assigned responsibilities.
- 9.1.8. Manager shall prepare and process the payroll for and shall pay its employees directly. In addition, Manager represents and warrants that it shall withhold and/or pay, as appropriate, all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including any income, social security and unemployment taxes and worker's compensation payments.
- 9.1.9. The Manager's General Manager shall be expected to participate regularly in meetings, planning and training sessions, and discussions pertaining to the Center. The Manager's Director and other staff also shall be expected to meet periodically with the University executives, division directors, students, or faculty members to support University's goals and objectives.

9.2. Manager's Payroll.

9.2.1. Manager shall be reimbursed by University for its part-time payroll expenses accrued because of providing direct services to the Center. These reimbursable expenses shall include salaried and hourly employees' total wages and any assigned benefits for the pay period. Manager will submit an invoice directly to the University's Accounts Payable Department at least five (5) Business Days prior to the invoice date of each month for the payroll and benefit expenses accrued during the previous month. Upon University's request, Manager will provide accompanying documentation to include employees' names, hours, and dates worked, compensation rates, and types of pay received (straight time, overtime, vacation, sick leave, etc.) in a format approved by the University Representative. Manager shall be solely responsible for the accuracy of the data and documentation provided to the University including, but not limited to, accurate time and attendance records. Provided no discrepancies are found, University shall then remit the balance due to Manager via wire transfer within Fifteen (15) Business Days. Manager understands that all payroll and benefit expenses must be consistent with and in accordance with the then-current Operating Budget. Manager shall be solely responsible for maintaining accurate time and attendance records for University students working in the Center.

9.2.2. Consistent with Section 9.3.2, Some University students working in the Center will be on University's student service or work study payrolls. Manager shall not be reimbursed for student employees who are paid by University. Manager shall prepare and process student service and work study payrolls on behalf of University, using processes and procedures that are consistent with the way internal University departments process their student payrolls.

9.3. Generally.

9.3.1. Manager shall be free to perform any legally acceptable means of pre- or post-employment interviewing or screening, including drug testing, background, or credit checks.

9.3.2 As a matter of policy, Manager will endeavor to utilize and employ University students. Although hired, trained, and supervised by Manager, and subject to Manager's policies and procedures, such student employees will generally be employees of University, will be paid from University funds and will be subject to all policies established by University for its student employees. Manager shall have the right to use University's Human Resources and Career Development offices to recruit employees. Where appropriate, Manager shall also support University's academic Events &

Activities by providing internship or practicum experience for University students.

- 9.3.3 University shall have the right to have its representative(s) or authorized agent(s) present to observe and witness the work being performed by Manager's personnel. If at any time University shall determine, in good faith that the work is being performed improperly and/or not in accordance with the requirements, specifications, or obligations of this Agreement, the University may notify Manager of such deficiency and request that such deficiencies be cured within 30 days.
- 9.3.4 Manager understands the wages, hours of work; fringe benefits and general conditions of employment for Manager's employees shall be maintained in a manner consistent with the employee relations' policies, practices and conditions established by University for its employees. Manager shall not make any substantial change in the wages, fringe benefits, or working conditions of employees, except as may be required to comply with any applicable law, regulation, ordinance, or court order, without first consulting with the University Representative. Manager agrees to notify University immediately if Manager determines that any of Manager's employee relations policies, practices or conditions do not comply with applicable laws, regulations, ordinances, or court orders.
- 9.3.5 Manager and University agree that, provided prior written notice is given to one another to effectuate this Section 9.3.5, they will not hire any of each other's full-time employees for the duration of this Agreement or for six (6) months after any employee would terminate employment with either party.
- 9.3.6 Manager assumes all responsibility for the negligence, unlawful acts or omissions, misconduct, misrepresentation, or fraud of its employees.
- 9.3.7 Manager agrees that Manager will comply with the mandates of all labor and employment Laws, including but not limited to Title VII of the Civil Rights Act of 1964 as amended by the Equal Opportunity Act of 1972 and the Civil Rights Act of 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act and Older Workers' Benefit Protection act; the federal and state Family Medical Leave Act; the National Labor Relations Act; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Employment Retirement Income Security Act of 1974, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Worker Adjustment and Retaining Notification Act; immigration Laws; and all other applicable Laws.
- 9.3.8 Manager will abide by University's collective bargaining agreements to the

extent they apply to the Center' operations and will be affirmatively obligated to learn the identity of these agreements from the University.

10. CERTAIN OPERATING AGREEMENTS OF MANAGER.

10.1. Affirmative Agreements.

- 10.1.1. Manager acknowledges that University is party to various merchandising agreements, including but not limited to, spirit wear and other general merchandise sales, vending machine sales, credit card solicitation, automatic teller machine placement and use, and food and beverage sales. Manager agrees to perform its obligations under this Agreement without interfering in any way with these existing agreements.
- 10.1.2. Manager acknowledges that University provides existing events activities and similar services on its campus. Manager agrees to perform its obligations under this Agreement without interfering in any way with these existing events, activities, and services.
- 10.1.3. Manager will test and maintain payroll and inventory management systems and equipment with real time processing capabilities.
- 10.1.4. Manager will abide by University policies, to the extent applicable and appropriate to operations of the Center.
- 10.1.5. Manager will maintain a reservation system that will allow University student organizations and other approved groups to meet in the Center from time to time.
- 10.1.6. Manager will develop some Events & Activities tailored to meet the needs of University alumni groups to stimulate their continued support of the University. Manager agrees not to correspond directly with alumni without prior approval from the University Representative. Manager further agrees that any information it receives pursuant to this Section is considered Confidential Information.
- 10.1.7. Manager will conduct surveys from time to time to ascertain whether the Center's Events & Activities are meeting the needs of Patrons and other members of the University community.
- 10.1.9. Manager will provide 24-hour availability of a responsible employee to be contacted in case of an emergency. Manager agrees to maintain a schedule with the name and contact number of such employee or his or her substitute with the University Representative and the Office of Public Safety. In

addition, Manager will make one of its senior executives available to meet with the University Representative in case of urgent necessity, within five (5) Business Days of a request by the University for such a meeting.

- 10.1.10 In operating the Center, Manager will accept Visa and MasterCard charge cards, as well as the University's debit card. In addition, Manager will accept University gift certificates (but not departmental charges) as forms of tender for purchases at the Center.
- 10.1.11 Manager agrees that University shall have the right, in University's sole discretion, to restrict or prohibit Manager or its vendors or affiliates from offering any program, service, or saleable item within the Center.
- 10.1.12 Manager agrees that University shall have the exclusive right, after consultation with Manager, to maintain or change the service hours, and/or schedules of the Center.
- 10.1.13 Manager agrees that University reserves the right to enter or renew any lease, program, or exclusive agreement not expressly prohibited by the conditions outlined in this Agreement.
- 10.1.14 University personnel shall retain and enjoy continuous access to the Center to perform routine, requested, or required maintenance or to inspect premises.
- 10.1.15 Manager shall provide University with its organizational line of authority for management personnel from the local Center's representative to the representative at the highest corporate level. Manager shall inform University of any subsequent changes in its organization.

10.2 Negative Covenants. Without prior written consent, Manager will not:

- 10.2.1. Grant any right of occupancy, any interest in real estate, encumber any interest in the University's title to the Center, or grant any concessions in any portion of the Center.
- 10.2.2. Enter into any agreement with a third party that would extend beyond the term of this Agreement or exceed Manager's authority under this Agreement.

11. ANNUAL OPERATING AND CAPITAL PLANS

- 11.1. Annual Operating Plans. Manager will submit to University by April 1st an Operating Plan for the fiscal year beginning the next July 1, which shall include a forecast of

income and budgeted expenses, excluding forecasts of expenditures for Capital Improvements of FF&E. It is the intention of Manager and University that the Operating Plan shall always be consistent with the Standards to permit the operation of the Center in accordance with the Standards. Thereafter, the annual Operating Plans may contain any revisions or changes to the elements of the Business Plan provided that the prior written consent of the University is first obtained.

- 11.2. Review and Approval of Operating Plans. The Operating Plans and any revisions thereto will be subject to the prior approval of University, and University hereby agrees to examine each Operating Plan, and revisions thereto, if any, submitted to it by Manager in accordance with this Agreement. If the Operating Plan or revision thereto, is found reasonable and proper, University will then approve such Operating Plan, or revision, as applicable. It is contemplated that the Operating Plan and any revisions thereto will be agreed upon by Manager and University within thirty (30) days after submission of the same by Manager to University. Any objections of University to an Operating Plan (or revisions thereto) must be in writing and must set forth in reasonable detail University's basis for not approving any proposed Operating Plan (or any revision thereto). Except as provided below, in case of a dispute with regard to an Operating Plan or revision thereto, then pending the settlement thereof, Manager will continue to operate the Center in accordance with the Standards and the most recently approved Operating Plan, adjusted as Manager reasonably deems necessary for the current level of operations, to pay all Impositions, to insure the safety of employees, users and customers, and to comply with all applicable Legal Requirements.
- 11.3. Deviation from Operating Plan.
 - 11.3.1. Manager will notify and obtain approval from University prior to initiating any deviation from the Operating Plan.
 - 11.3.2. University reserves the right to deviate from the Operating Plan, Capital Improvement and Replacement Plan, or Operating Budget, provided; however, Manager's Base Management Fee will not be negatively affected by such deviation.
- 11.4. Capital Improvement and Replacement Plans. Manager will submit to University by April 1st of each year a Capital Improvement and Replacement Plan for the fiscal year beginning the following July 1, which shall include a forecast of expenditures for Capital Improvements and for the acquisition of FF&E (but does not include expenditures for Major Capital Improvements). It is the intention of Manager and University that the Capital Improvement and Replacement Plan shall be consistent with the Standards described in the RFP. It is understood that all completed Capital Improvements are property of University.

- 11.5. Review and Approval of Capital Improvement and Replacement Plan. The Capital Improvement and Replacement Plan and any revisions thereto will be subject to the prior written approval of University, and University hereby agrees to examine each Capital Improvement and Replacement Plan, and revisions thereto, if any, submitted to it by Manager in accordance with this Agreement. If the Capital Improvement and Replacement Plan, or revisions thereto, are found reasonable and proper, University will then approve such Capital Improvement and Replacement Plan, or revision, as applicable. It is contemplated that the Capital Improvement and Replacement Plan will be agreed upon by University and Manager hereto within thirty (30) days after submission of the same by Manager to University. Any objections of University to a Capital Improvement and Replacement Plan (or revision thereto) must be in writing and must set forth in reasonable detail University's basis for not approving any Capital Improvement and Replacement Plan (or revision thereto). In case of a dispute about a Capital Improvement and Replacement Plan or revision thereto, then pending the settlement thereof, Manager must notify and obtain the written approval of University before making any expenditure for Capital Improvements or FF&E.
- 11.6. Deviation from Capital Improvement and Replacement Plan. Manager shall notify and obtain approval from University prior to initiating any deviation from the Capital Improvement and Replacement Plan.

13. MANAGEMENT FEES

- 13.1. Management Fee. Commencing on the Effective Date of this Agreement, and continuing throughout the term of this Agreement, University shall pay Manager a management fee in twelve equal payments in accordance with the schedule below and as described in the RFP proposal.

- 13.2. Annual Fee Schedule.

Year	1	2	3	4	5	6	7	8
Management Fee	\$158,000	\$162,740	\$167,622	\$172,651	\$177,830	\$183,165	\$188,660	\$194,320
Personnel Expense	\$271,000	\$279,130	\$287,504	\$296,129	\$305,013	\$314,163	\$323,588	\$333,296
Total Fee	\$429,000	\$441,870	\$455,126	\$468,780	\$482,843	\$497,329	\$512,248	\$527,616

- 13.3. Annual Fee Structure. The Manager's Fee for each subsequent Annual Period shall be determined as follows: (i) if the scope of Services for the Annual Period has not materially changed from the previous Annual Period, the Fee for the Annual Period shall be as scheduled in Section 13.2, and the Fee for each subsequent Annual Period

shall be increased by 3% from the previous Annual Period. However, (ii) if the scope of Services for the Annual Period has materially changed from the previous Annual Period, the Fee for the Annual Period shall be reset and determined as follows:

- 13.3.1. On or before March 31 of the previous Annual Period, Owner will provide to CENTERS a list of any material changes to the scope of the services to be provided to University during the next Annual Period.
- 13.3.2. Manager will provide a draft Operating Plan as explained in Section 11 for the Annual Period that reflects the revised scope of Services to be provided by Manager under this Agreement, including the adjusted amount of the Fee based upon the revised scope of services.
- 13.3.3. If Manager and University agree on material changes to the scope of services, Manager will provide to University a revised Operating Plan on or before May 1 that reflects the agreements reached by the University and Manager.
- 13.3.4. If Manager and University cannot agree on the adjusted amount of the Fee for the next Annual Period, the scope of services will not be materially increased, and the Fee will remain in accordance with Section 13.2.
- 13.4. Waiver of Right to Offset. All fees shall be payable in accordance with the provisions of this Section 13 except where instances of gross misconduct, misrepresentation, fraud, or any unlawful act(s) by Center' employees may have unfairly benefited Manager or damaged University.

14. BOOKS, RECORDS, & INVESTIGATIONS

- 14.1. Maintenance of Books and Records. Manager shall keep the books and records or the Center in accordance with GAAP. Said books and records at all times shall be kept at the Center during ordinary business hours and shall be open on any Business Day during normal business hours to examination for the purposes of inspection or audit by University or its authorized representatives. Any such inspection or audit, except for the annual certified audit provided for below, shall be at University's sole expense and shall not be deemed an Operating Expense. Manager shall cooperate with University and its representatives and provide copies of appropriate material as requested in such inspection or audit. All books and records of the Center shall be maintained for a period of five years; provided, however, that if this Agreement shall terminate, University shall have two years from the effective date of termination to exercise its audit rights. All books and records relating to Center and/or its members, except those considered to be proprietary information of Manager, are University

records. Manager will maintain and retain such records in accordance with Universities policies, procedures, and direction.

- 14.2. Reports. On or before the seventeenth (30th) Business Day of each full calendar month the Manager shall render to University a statement of the Gross Revenues and Operating Expenses arising out of the operations of the Center for the preceding month and cumulatively for the Contract Year. The last such financial statement for each Contract Year shall include such additional reports as University may request.
- 14.3. Annual Audits. At the end of each Contract Year, an audit of the books and records of the Center shall be performed by Independent Accountants with knowledge and experience in the industry, acceptable to University and Manager, such audit to be completed and a report to be furnished within sixty (60) days after the end of the Contract year. The cost of such annual audit shall be an Operating Expense. In the event of any discrepancy, both parties shall agree on a second Independent Accountant who may be retained to review the discrepancy and render an opinion on the scope and cause. The cost of such a review shall be considered an Operating Expense by the University.
- 14.4. FERPA. Manager agrees to abide by the Family Education Rights and Privacy Act of 1974, 20 USC § 1232 (g), 34 CFR Part 99, as amended and all applicable rules and regulations. This paragraph shall survive the termination of this Agreement.
- 14.5. Requests for Information. Manager shall promptly inform University of any claims, investigations, or requests for University information or other information related to this Agreement or the operation of the Center (including without limitation service of process), and before responding or taking other action in same shall give University reasonable opportunity to respond, object or otherwise assert and preserve its rights. The provisions of this section shall survive the completion or termination of this Agreement, for a period not to exceed ten (10) years after said completion or termination.
- 14.6. Cooperation. Manager agrees to cooperate with University fully and completely, its advisors, and its legal counsel, at no additional cost, with respect to any third-party investigation, audit or litigation filed against University. Such cooperation shall include but not be limited to making knowledgeable individuals available at reasonable times and places for interviews, testifying in a deposition or legal or administrative proceeding, providing University reasonable access to data, documents, and information, and providing advice to University in preparing defenses to any such actions. The provisions of this section shall survive the completion or termination of this Agreement, for a period not to exceed ten (10) years after said completion or termination.

15. TERM AND RENEWAL

- 15.1. Term. As described in the RFP, the term of this Agreement shall commence on July 1, 2023, and shall continue for a period of three (3) years until June 30th, 2026, with an option for an additional five (5) year renewal through June 30, 2031.

16. TERMINATION

- 16.1. Termination by Either Party for Cause. University or Manager shall have the right to terminate this Agreement by giving the other party not less than thirty (30) days' written notice under the following circumstances:

16.1.1. If University or Manager shall be in default in the performance of any material covenant, promise, term or condition of this Agreement, and (a) such default is not cured within thirty (30) days after notice of default is given by the party not in default, or (b) if such default is of a nature that it cannot be cured within thirty (30) days, and the party in default shall not have promptly commenced curing such default within such thirty (30) day period or shall not thereafter proceed to cure such default with reasonable diligence in good faith without interruption except for causes beyond its control.

16.1.2. If University or Manager shall initiate bankruptcy or liquidation, become bankrupt, make a general assignment for the benefit of creditors, take the benefit of any insolvency act, or if a receiver or trustee in bankruptcy is appointed for all or a portion of such other party's property.

- 16.2. Termination by University for Cause. In addition to the foregoing, University shall have the right to terminate this Agreement immediately if (i) Manager breaches Section 16.4 of this Agreement, (ii) Manager enters into any agreement with a third party in violation of this Agreement; (iii) University, in its reasonable discretion, determines that any project, activity, or arrangement performed by Manager caused, causes, or will cause University to suffer material adverse publicity or material negative impact on its reputation; or (iv) any act of fraud, misappropriation or other dishonesty by Manager, its employees or agents.

- 16.3. Termination by University without Cause. University shall have the right to terminate this Agreement without cause or penalty, at any time without liability to Manager, if University shall give Manager at least 180 days prior written notice of termination.

- 16.4. Conciliation of Performance Issues. If University believes that Manager's performance has been substandard, prior to issuing any notice of default under this Section, University shall document Manager's performance and submit such

documentation for review and corrective action. Upon the request of University, a review meeting will be called between the parties where instances of alleged substandard performance will be discussed and a plan for corrective action shall be developed and implemented. The University, in its reasonable discretion, shall approve, in writing, the plan for corrective action. University may terminate this Agreement immediately pursuant to Section 16.2 of this Agreement if: (a) University does not agree to the plan developed by Manager; (b) University, in its reasonable discretion, determines that implementation of the corrective plan by Manager is substandard; or (c) University, in its reasonable discretion, determines that Manager has failed to implement the corrective plan in a timely manner.

- 16.5. Waivers. No waiver by University or Manager of any default on the part of the other party in the performance of any covenant, promise, term, or condition of this Agreement shall be construed to be a waiver of any other or subsequent default in performance of the same or any other covenant, promise, term or condition of this Agreement.
- 16.6. Transition. In the event the Agreement is terminated either with or without cause, Manager agrees, at University's option, to continue operation of the Center solely in return for payment of the Base Management Fee in accordance with the terms and conditions of this Agreement for a period not to exceed 180 days. During this period, Manager shall assist in achieving a smooth transition of services to University or another service provider. University, at its sole discretion, may determine the length of the transition period. During transition, Manager shall:
 - 16.6.1. Help University develop a transition plan.
 - 16.6.2. Assist in training new personnel to use any equipment, software or processes that are to be transferred by Manager.
 - 16.6.3. Catalog existing procedures and existing inventory.
 - 16.6.4. Explain operating procedures, job descriptions and back-up procedures.
 - 16.6.5. Keep intact all equipment needed for the proper functioning of the Center, including but not limited to it facilities, Events & Activities, or services for the period described herein.
 - 16.6.6. Provide such other assistance as University may reasonably request.
- 16.7. Effect of Termination. Termination of this Agreement shall not affect any right or obligation of either party that has accrued prior to the Completion Date.

17. OBLIGATIONS OF MANAGER UPON COMPLETION OF SERVICES.

- 17.1. Remove Property. Manager shall remove its property from the Center and return the premises to University in its original condition, normal wear and tear excepted.
- 17.2. Return Property to University. Manager shall return all keys, licenses, permits, access codes, or other authorization or property required for the operation of the Center, and all books or records, in accordance with the directions of University and in accordance with applicable governmental law, regulation or order. Furthermore, Manager shall return all files in its possession relating to the Center, including, but not limited to, all sales and marketing files and records, and cease any use of University's logos, trade names, and other intellectual property.

18. INSURANCE AND DESTRUCTION

- 18.1. Manager's Insurance Requirements. Manager shall procure and maintain such insurance, listed below, as shall protect Manager from claims for personal injury, bodily injury and/or property damage which may arise from operations under this Agreement. Coverage shall be purchased and maintained with the carrier or carriers satisfactory to the University and authorized to transact business in Virginia. Certificates of insurance will show evidence of coverage and for items 18.1.1, 18.1.2, 18.1.3 18.1.4 and 18.1.5 below and shall name Longwood University, its trustees, officers, and employees as additional insured. In all cases outlined below, Manager's insurance shall be the first layer of coverage.
- 18.1.1. Commercial General Liability Insurance Coverage –minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage. Includes coverage for: a) Premises and operations liability, b) Personal Injury and advertising liability, c) Contractual liability coverage, and d) Sexual Abuse/Molestation Coverage.
- 18.1.2. Worker's Compensation/Employer's Liability with limits of liability not less than: Worker's Compensation Statutory Benefits, Employer's Liability \$500,000 bodily injury by accident, \$500,000 Disease – Each employee, \$500,000 Disease – Aggregate.
- 18.1.3. Automobile Liability Insurance – minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage is to include owned, non-owned, rented, leased and vehicles in the care, custody or control of the Manager. This coverage is in excess of University coverage for any vehicles owned/leased or rented by the University or vehicles rented by the Manager on behalf of the University. Manager will comply with the University vehicle safety program, including Manager's compliance of driver eligibility and training.

- 18.1.4. *Umbrella/Excess Liability* with limits of liability no less than: \$5,000,000 each occurrence with a \$10,000,000 general aggregate limit.
- 18.1.5. *Employment Practices Liability Insurance Coverage* – minimum amounts of \$1,000,000 for all employees of the Manager engaged in work under this contract.
- 18.1.6. *Professional Liability Insurance* – minimum limits of \$1,000,000 per claim and \$2,000,000 annual aggregate shall be required of any employees or individuals contracted by Manager to provide professional services, including but limited to personal trainers.

University's Insurance Requirements. The parties acknowledge that the University is an agency of the Commonwealth of Virginia and is self-insured through Virginia's Division of Risk Management pursuant to Virginia Code 2.2-1837. The Commonwealth's self-insurance plan is intended to provide coverage against claims made against any state department, agency, institution, board, commission, officer, agent, or employee for acts or omissions of any nature while acting in an authorized governmental or proprietary capacity and in the course and scope of employment or authorization. The Division of Risk Management administers a risk management plan that protects against loss of or damage to state-owned or leased property, including buildings and their contents, boilers and machinery, aircraft, watercraft, money and securities, fine arts and antiquities. The University shall provide Manager with a certificate of coverage under the Division of Risk Management's self-insurance plan.

- 18.2. Form of Policies. All liability policies shall list University and their respective officers, directors, trustees, volunteers, and employees as insured or as additional insured. All policies shall be taken out with insurers having a general policy holder's rating of not less than A- and a financial rating of class VI as stated in the most current available Best's insurance reports and licensed to do business in Virginia and authorized to issue such policy or policies. The liability insurance must be written on an "occurrence" form; "claims made" policy forms are not acceptable. All insurance policies shall include a provision whereby the insurer waives its right of subrogation against any named insured under such insurance policy. The policies of insurance shall, to the extent obtainable, contain an agreement by the insurers that any loss shall be payable notwithstanding any act of negligence of University or Manager which might otherwise result in the forfeiture of said insurance, and that the coverage affordable thereby shall not be affected by the performance of any work in or about the Center and related facilities.
- 18.3. Certificates of Insurance. Certificates of insurance or certified copies of each such insurance policy to be obtained hereunder will be delivered to the parties as soon as practicable after the placing of the required insurance, but in no event later than thirty (30) days prior to the Opening Date. Renewal certificates or policies shall be delivered to Manager and University not less than ten (10) days prior to the

expiration of such policies. In the event insurance conforming to the requirements contained herein cannot be obtained on a commercially reasonable basis at any time or from time to time after diligent efforts to do so, the Manager shall obtain insurance in such amount, and with such exclusions and notice provisions that most closely conform to such requirements as may then be reasonably available; provided the University consents to such substitution, which consent may not be unreasonably withheld.

- 18.4. Payment of Insurance Premiums. Premiums for insurance required under this Agreement shall be Operating Expenses of the Center, except to the extent that insurance is obtained by the University as part of an umbrella policy that covers the Center and other operations of the University generally.

19. CONFIDENTIALITY

- 19.1. Confidential Information. Manager and University mutually agree that during this Agreement the other party may be exposed to Confidential Information (“Confidential Information”), including but not limited to financial and enrollment information, business plans, facility innovations, student and employee data, recruitment strategies, and sales Events & Activities (including without limitation the data and information described above in Sections 7.8 and 7.9). Manager and University will hold in trust and confidence all Confidential Information received from the other party, will use such Confidential Information only in connection with the performance of its obligations under this Agreement, will not use such Confidential Information for its own benefit or to the other’s detriment, and will safeguard Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information, but in any event no less than a reasonable degree of care. Notwithstanding this agreement, Manager and University acknowledge that University is subject to the Virginia Freedom of Information Act and may be required to disclose public records as defined by Virginia Code § 2.2 – 3701. Manager further agrees that it will not disclose any information obtained during the performance of this Agreement whose release would be a violation of the Federal Family Educational Rights and Privacy Act.
- 19.2. Return of Confidential Information. Upon termination of this Agreement for any reason, Manager will deliver or cause to be delivered to University all Confidential Information or Proprietary Information (“Proprietary Information”) in Manager’s possession or control.
- 19.3. Ownership of Confidential Information. All Confidential Information or Proprietary Information by Manager, either alone or with third parties, or provided to Manager by University or by any third party is the sole and exclusive property of University.

20. **TRADEMARKS AND LOGOS.** Upon written approval of the University Representative, Manager shall have the right to use the University seal and logo during its operations under this Agreement. Manager acknowledges that these trademarks, including without limitation the term The Joan Perry Brock Center and all logos pertaining thereto are and shall be owned solely and exclusively by the University and further agrees to use such trademarks only in the form and manner and with the appropriate legends as prescribed by University. All use of trademarks shall inure to the benefit of University.
21. **LICENSING POLICIES.** Manager agrees that Manager and all of Manager's vendors will abide by University's licensing policies, including advising University, at least twice per year, of the total sales of licensed merchandise sold at the Center.
22. **AUTHORITY.** University and Manager each warrants and represents to the other that it has the full power and authority, corporate and otherwise, to enter into and perform under this Agreement.
23. **ASSIGNABILITY.** Neither party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, provided, however, that the University shall be permitted without Manager's prior consent to assign this Agreement to any person or party to whom the University sells or leases the Center. Manager shall not be permitted to assign all or any part of its membership or ownership interest to any person or party without University's prior consent.
24. **NOTICES.** Notices given pursuant to this Agreement shall be deemed duly given if personally delivered, sent by overnight courier, or mailed by registered or certified mail, postage prepaid, return receipt requested:

To University at:

Longwood University
201 High Street
Farmville, VA 23909
Attention: Russ Carmichael

To Manager at:

Centers L.L.C.
1140 Connecticut Ave., NW
Washington, DC 20036
Attention: Paul Brailsford

or to such other party of address as shall be furnished in writing by either party to the other. Each party also shall have the right from time to time to specify additional parties to whom notice must be given by delivering to the other party fifteen (15) days prior written notice thereof, setting forth the address of such additional parties.

25. **EXCUSED PERFORMANCE.** In case performance of any terms or provisions hereof (other than the payment of monies) is delayed or prevented because of compliance with any

law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of fire, floods, Acts of God, said party may, at its own option, suspend the performance of its obligations during the period such cause continues provided, however, that the other party may terminate said contract if such cause continues longer than 30 days.

26. **INDEMNIFICATION.** Manager shall indemnify, defend, and hold harmless University, its Board of Trustees, officers and employees from any and all claims, suits, actions, damages, judgments, and/or costs including but not limited to reasonable attorney's and paralegal fees, arising out of or incident to acts or omissions of Manager, its officers, agents and employees, in the performance of this Agreement, including but not limited to any damage to or loss of use of the Center, University's possessions, FF&E or premises, ordinary wear and tear excepted. Manager shall further indemnify, defend and hold harmless University, its Board of Trustees, officers and employees from all claims, suits, actions, damages, judgments and/or costs including but not limited to reasonable attorneys' or paralegal fees, for injury to or death of any person, loss and/or damage to any property, employment claims, and for personal injury which results in, is connected with, is incident to, or arises out of the occupancy, use, service, operations, or performance of work of Manager, its officers, agents and employees. The parties acknowledge that the obligations articulated in this section are material obligations to this Agreement, and that failure to fulfill these obligations as required shall constitute a material breach giving rise to the provisions of Section 16.1. The provisions of this section shall survive the completion or termination of this Agreement.
27. **CONSENTS AND APPROVALS.** Wherever in this Agreement an action is conditioned upon the consent or approval of a party, or a party is authorized or permitted to give a consent of approval to any action or plan proposed or submitted by the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that the University may withhold consents respecting its trademarks, logos and other intellectual property, and the University's contractual arrangements and exclusive business arrangements with third parties, in its sole discretion.
28. **RESOLUTION OF DISPUTES.** If a dispute arises out of this agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. The parties agree to use the McCammon Group and to convene the mediation in Richmond, Virginia. The parties agree to share equally in the costs of the mediation.
29. **SEVERABILITY.** If any term, provision or section of this Agreement is held unenforceable or invalid under any applicable law or regulation by any court or competent governmental authority having jurisdiction, the non-enforceability or invalidity of such term, provision, or section shall not preclude the effectiveness of any other term, provision, or section unless the effectiveness thereof would result in unjust enrichment or extreme hardship to either party thereto or would otherwise frustrate the basis or intent hereof.

30. **REFERENCES.** Except as otherwise specifically indicated, all reference to Section and Subsection number refer to Section and Subsections of this Agreement, and all reference to Exhibits refer to Exhibits attached hereto. The words “herein,” “hereto,” “hereunder,” “hereinafter,” and words of similar import refer to this Agreement as a whole and not to any Section or Subsection hereof. The words “including,” “include,” and like, shall mean including without limitation.
31. **AMENDMENT AND INTERPRETATION.** This Agreement constitutes the entire agreement between University and Manager concerning the subject matter hereof. This Agreement supersedes all earlier agreements, including that certain letter of agreement, pertaining to the Pre-Opening Period, and such earlier agreements shall no longer have any force or effect after the Effective Date. Statements or representations not included in the foregoing documents shall not be binding upon the parties. No modifications or amendments of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties.
32. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.
33. **FORUM SELECTION.** All parties agree that this Agreement is entered into Prince Edward County and proper venue for any legal proceeding regarding this Agreement shall be in Prince Edward County, Virginia. The prevailing party, if any, in such litigation shall be entitled to recover its costs and fees, including reasonable attorneys’ and paralegal fees.
34. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.
35. **NOT A PARTNERSHIP.** This Agreement does not and is not intended to create a partnership, joint venture, or other agency relationship between University and Manager. Manager is at all times an independent contractor and not an employee of Longwood.
36. **TITLE AND CAPTIONS.** All section and subsection titles and captions in this Agreement are for convenience only. They shall not be deemed a part of this Agreement and in no way define, limit, extent or describe the scope or intent of any provisions hereof.



November 3, 2022

Matt McGregor
Vice President for Finance and Administration
Longwood University
Farmville, VA, 23909

Re: Joan Perry Brock Center Pre-opening Management Agreement

Dear Mr. McGregor:

Longwood University ("University") and Centers, L.L.C. ("Manager"), are negotiating an agreement pursuant to which Manager would provide certain services with respect to the Joan Perry Brock Center ("JPB" or "Center"), which is currently under construction on the campus of the University. The purpose of this letter ("Letter") is to set forth the understanding of the parties concerning the pre-opening services to be provided by Manager during the period ("Pre-opening Period") from January 1, 2022, which is the effective as of the date of this Letter, through on or about June 30, 2023, when the Center is scheduled to open (the date upon which the Center is open for business is hereinafter called the "Opening Date"). It is contemplated that, on or before July 1st, 2023, or as soon thereafter as is practicable, the parties will enter into a definitive Management Services Agreement ("Definitive MSA"), which will supersede this Letter as to the Pre-opening Period and provide the terms and conditions pursuant to which Manager will manage and operate the Center for a minimum three-year term commencing on the Opening Date.

Based upon the foregoing, University and Manager hereby agree as follows:

1. Standards of Performance. University and Manager mutually acknowledge the Center is intended to be constructed and operated as a convocation center providing first-class facilities. As such, the standards of construction and operation will meet or exceed those standards for comparable university facilities, and the quality of equipment, amenities, and other services to be provided will be "state-of-the-art" or otherwise comparable to the highest standards in the industry.
2. Pre-opening/start-up Budget. Manager has developed a Budget which identifies essential non-capital expenditures and owner provided furniture, fixtures and equipment that must be incurred or procured by the University before the Center opens. The Budget is intended to be used as a planning tool through which the University and Manager can develop a mutual understanding of the resources required to prepare to open the Center; however, it does not constitute an obligation on the part of the University to

fund the entire Budget. University and Manager have examined the Budget in the approximate amount of \$413,950 exclusive of capital expenditures and have found such Budget reasonable and consistent with industry standards. The current working version of the Budget is attached hereto as **Exhibit A**. Manager will provide regular updates, at least monthly, as to the status of the budget and to request approval to move forward with expenditures scheduled to be incurred within the upcoming 30 days.

3. Obligations of University. During the Pre-opening Period, University shall:

- a. At its cost and expense, construct, furnish and equip the Center in a good and skillful manner substantially in accordance with the plans and specifications approved by the University and Manager, in compliance with all applicable laws, rules and regulations.
- b. With the assistance of Manager, purchase furniture, fixtures, and equipment for the Center, as well as the initial operating inventories and supplies.
- c. Use all reasonable efforts to complete the construction, equipping, and furnishing of the Center on or before the Opening Date, including, but not limited to, obtaining any necessary or appropriate permits and licenses to permit the Center to open and operate.
- d. Advance to Manager the amount of money requested by Manager in a monthly draw request for payment of all expenses (referred to herein as "Pre-opening Expenses") incurred by Manager on behalf of the University in connection with pre-opening activities; provided, however, that University shall be required to make such advances only if the expenditures described in the draw request are consistent with and in accordance with the Pre-opening Budget. Advances shall be made by wire transfer to Manager's bank account.
- e. Designate an individual (the "University Representative") who shall be authorized to communicate and coordinate with Manager and to give any approvals required under this Letter. The initial University Representative is Mr. Matthew McGregor.

4. Obligations of Manager. During the Pre-opening Period, Manager shall:

- a. Prior to the date upon which the construction, furnishing and equipping of the Center is completed, consult with University, and provide necessary assistance in connection with the construction, furnishing and equipping of the Center.
- b. Make all necessary arrangements for programs to be offered at the Center upon the opening of the Center for business, including, but not limited to, procuring (at University's cost and expense) all necessary equipment, inventories, and supplies so that upon the scheduled Opening Date, the Center shall be ready to be opened.

- c. Coordinate with all other parties working on behalf of the University with respect to the Center including the architect, contractor, owner's representative, government officials and miscellaneous vendors and consultants.
- d. Draft a business plan for the Center, consult with University concerning advertising, promotion, and marketing of the services to be provided by the Center, and arrange for such as Manager deems appropriate within the limits of the Pre-opening Budget.
- e. Prepare a Policy Manual for the Center, containing among other things operating rules, regulations, and procedures.
- f. Install ticketing and facility management software platform for the Center.
- g. Create and develop a financial reporting plan for the Center.

5. Hiring of Employees.

- a. Manager shall have the authority and duty to hire, promote, discharge, and supervise the work of the staff of the Center and to supervise through said staff the hiring, promotion, discharge, and work of all other operating and service employees performing services in or about the Center. The employees constituting the staff are identified on the Pre-opening Budget, and Manager shall hire those employees prior to the Opening Date.
- b. The selection of the General Manager of the Center ("General Manager") will be made by the Manager but will be subject to approval by the University before the initial dates of employment.
- c. All staff employees hired during the Pre-opening Period shall be on the Manager's payroll.
- d. University shall reimburse Manager for all recruitment; payroll and benefit expenses incurred by Manager in recruiting, hiring, and employing employees of the Center, provided those expenses are consistent with the Pre-opening Budget. Reimbursements shall be paid monthly, in accordance with the method set forth herein for other Pre-opening Expenses.

6. Fee to Manager During Pre-opening Period. As compensation to Manager for its services during the Pre-opening Period, University shall pay to Manager a fee of \$10,000 per month on the first day of each month commencing January 1, 2023, by wire transfer to Manager's bank account.

7. Expenses of Manager; Facilities.

- a. During the Pre-opening Period, University shall provide Manager, at no cost to Manager, suitable on-campus office space, equipment and communications and other facilities necessary or appropriate for Manager to perform its obligations under this Letter. Manager understands that it must vacate this office space within 30 days after the Opening Date.
- b. Manager shall be provided with access to the University's computer, identification, and telecommunications network to facilitate its performance of this Letter. Manager shall determine what access shall be required and shall provide University with appropriate systems specifications.

8. Management of Center After Opening Date. Manager shall manage the Center for a minimum period of three years following the Opening Date. As its fee for such management services, University shall pay to Manager a base management fee of \$158,000 per year paid in twelve monthly installments, adjusted annually by 3% for the duration of the initial term. The rights and obligations of University and Manager in connection with the management of the Center shall be set forth in the Definitive MSA.

Definitive MSA. The parties agree to negotiate in good faith the Definitive MSA, which shall contain terms consistent with this Letter and such other terms as the parties may agree. It is understood, however, that this Letter is intended to be a binding agreement of the parties until superseded by the Definitive MSA.

Mutual Indemnity. University and Manager shall defend, indemnify and hold each party, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Termination. This Letter may not be terminated by University except for cause, which is defined as material breach of this Letter by Manager, gross neglect of duty or willful misconduct, in each case after reasonable notice and an opportunity to cure and/or present argument or explanation on behalf of the Manager.

Miscellaneous. Any controversy between the parties to this Letter that arises out of or in connection with this Letter shall be resolved by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect unless the Manager and University mutually agree otherwise. The award rendered by the arbitrators shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party in any controversy shall be entitled to recover from the other party all its costs and expenses (including reasonable attorneys' fees) incurred in connection therewith.

Exhibit A

Staffing Expenses	Salary	Months	Ben + Tax	Total
General Manager	\$90,000	5	32%	\$49,500
Operations Manager	\$55,000	3	32%	\$18,150
Event Coordinator	\$45,000	2	32%	\$9,900
Allowance for Part-time Employees	\$5,000	1	8%	\$5,400
Subtotal - Salaries				\$82,950
Other Direct Expenses	Unit Cost	Unit Type	Quantity	Total
Temporary Office Space and Overhead (LU to provide space & services at n/c)				
-- Office Equipment (work stations, phones, copier/printer)	\$3,500	Allowance	4	\$14,000
-- Office Supplies	\$5,000	Allowance	1	\$5,000
-- Event Management Software & Peripherals	\$25,000	Allowance	1	\$25,000
Staff Recruitment & Relocation				
-- Airfare/Lodging/Ground Trans for Interviews	\$2,000	Candidates	4	\$8,000
-- Moving Expenses for New Staff	\$3,000	Staff	3	\$9,000
Marketing / Brand Identity Package				
-- Graphic Design Services / Temporary Signage (posters, banners, etc.)	\$5,000	Allowance	1	\$5,000
-- Website Development Services	\$10,000	Allowance	1	\$10,000
-- Marketing Collateral (brochures, mailers, promotional giveaways)	\$10,000	Allowance	1	\$10,000
-- Soft Opening Events / Grand Opening / Dedication	\$30,000	Allowance	1	\$30,000
Event Advertising				
-- Print, Digital, Radio, TV	\$15,000	Allowance	1	\$15,000
Other Costs				
-- Non-assigned / Unaccounted for FF&E	\$20,000	Allowance	1	\$20,000
-- Miscellaneous (retail stock inventory, uniforms, name tags, training kits, etc.)	\$15,000	Allowance	1	\$15,000
Professional Services				
-- Pre-opening Market Analysis & Business Planning	\$80,000	Allowance	1	\$80,000
-- Pre-management Fees (6-months from Jan 1, 2023- June 30, 2023)	\$10,000	Allowance	6	\$60,000
-- Corporate Travel Expenses (only eligible during pre-opening phase)	\$10,000	Allowance	1	\$10,000
-- Other Third-party License/Service Agreements (equip rental, promotions, etc.)	\$15,000	Allowance	1	\$15,000
Subtotal - Other Direct Expenses				\$331,000
Total Start-up Allowance				\$413,950

To evidence the agreement of the University to the foregoing, kindly execute the enclosed copy of this letter in the place provided below and return the executed counterpart to the undersigned. If you have any questions, please do not hesitate to call.

Very truly yours,

CENTERS, L.L.C.

By: Paul Brailsford
Paul A. Brailsford, Principal

Agreed and Accepted

this 27th day of February 2023

LONGWOOD UNIVERSITY

By: Matthew M. [Signature]

LONGWOOD UNIVERSITY



**MATERIEL MANAGEMENT & PURCHASING
201 HIGH STREET
LANCASTER HALL, ROOM 215B
FARMVILLE, VIRGINIA 23909**

**REQUEST FOR PROPOSALS
LU214-22-012**

VENUE MANAGEMENT SERVICES

MAY 13, 2022



LONGWOOD UNIVERSITY IS A PROUD MEMBER OF VASCUPP
This procurement is being conducted by Longwood University on behalf of all VASCUPP members.

REQUEST FOR PROPOSALS (RFP)

Issue Date: May 13, 2022
Title: Venue Management Services

RFP#LU214-22-012
Commodity Code: 95815, 96213

Issuing

Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management & Purchasing
201 High Street, Lancaster Hall, Room 215B
Farmville, Virginia 23909

OPTIONAL PRE-PROPOSAL CONFERENCE:

May 26, 2022 at 2:00 p.m.
Lancaster Hall, Room 223
Longwood University
Farmville, Virginia

Location Where Work Will Be Performed: Longwood University, Farmville, Virginia 23909

Initial Period Of Contract: The initial term of the contract is three (3) year(s), beginning August 1, 2022, or as negotiated. There will be an option for seven (7) one (1) year renewal terms, or as negotiated.

Sealed Proposals Will Be Received Until: June 16, 2022 at 2:00 p.m. Local Time For Furnishing The Goods/Services Described Herein. **Proposals Will Be Date/Time Stamped Upon Receipt.**

All Inquiries For Information Shall Be Directed To: Deborah J. Cooper, Interim Director of Materiel Management & Purchasing, at email materielmanagement@longwood.edu or faxed to (434) 395-2246 using ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM. **Questions are due by 12:00 noon on June 3, 2022.**

PROPOSALS SHALL BE MAILED OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. See notice about the use of express delivery services on Page | 2.

In Compliance With This Request For Proposals 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 Or As Mutually Agreed Upon By Subsequent Negotiation.

eVA Member: ☒ Yes ☐ No
eVA Vendor ID#: VS0000351298

Check all that apply: Small Business ☐
Woman-Owned Business ☐
Minority-Owned Business ☒

Note: Offeror shall be a member of eVA on the date and time designated for receipt of proposals to be awarded this contract. See General Terms and Conditions X, for information on registration.

DSBSD Certificate Number _____
Certification Date ____/____/____
Expiration Date ____/____/____

Name And Address Of Firm:

CENTERS, LLC

Date: June 13, 2022

1140 Connecticut Avenue, NW, Suite 400

By: _____

Washington, DC Zip Code 20036

(Signature In Ink)
Name: Kim Martin

E-mail: kmartin@centersusa.com

(Please Print or Type)
Title: Vice President - Business Development

Phone: (202) 266-3460
(Toll Free, if available)

Fax: (202) 289-6461
(Toll Free, if available)

USE OF EXPRESS DELIVERY SERVICES: If you use an express delivery service, you may be told Farmville, VA/Longwood University is a next day delivery location from your location; offeror must make sure the carrier guarantees delivery by 2:00 p.m.

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on May 26, 2022 at 2:00 p.m. in the Lancaster Hall, Room 223. Please bring a copy of the RFP with you to the conference. The venue site is under construction; a “distanced site visit” will follow the conference.

ADDENDUMS: Any changes resulting from the University’s requirements will be issued in an addendum and will be posted on the eVA website, <http://www.eVA.virginia.gov> and the Longwood University Materiel Management & Purchasing website, <http://tkts.longwood.edu/ListRFP.aspx>. Click on View This RFP next to Proposal Number [LU214-22-012](#). It is the sole responsibility of the Offeror to check these websites for all changes to the RFP prior to submission. **Failure to sign and return addenda may cause your proposal to be scored lower.** Longwood University will not mail or fax these documents.

PARKING: Parking is difficult, please plan to arrive early enough to secure parking and deliver your proposal on time. If Offeror requires ADA accommodations to deliver proposal, please contact the Materiel Management & Purchasing Office at (434) 395-2094 twenty-four (24) hours prior to solicitation closing.

If Longwood University is closed for any reason on the date/time specified for receipt of proposals, proposals will be due at the same time the next business day the University is open. Offerors should check the University’s website at <http://www.longwood.edu> or call the main number at 1-434-395-2000 after 6:00 a.m., to see if the University is going to be closed, open, or a delayed opening has been implemented.

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.

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I. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified venue management firms to establish a contract through competitive negotiations to provide Event Booking & Content Development services for the Joan Perry Brock Convocation Center (JPBCC) at Longwood University. Longwood University is an agency of the Commonwealth of Virginia (hereinafter referred to as “Longwood” or the “University”).

II. **GOVERNING RULES:** This solicitation is issued in accordance with the provisions of:

- A. [Purchasing Manual for Institutions of Higher Education and their Vendors](#)
- B. [Governing Rules](#)
- C. [General Terms and Conditions](#)
- D. [Data Protection Addendum](#)

III. **BACKGROUND:**

Longwood University is an institution of higher learning with the mission of developing citizen leaders who are prepared to make positive contributions to the common good of society.

A comprehensive university with a strong liberal arts foundation, Longwood recently celebrated its 183rd anniversary and is the third-oldest public university in Virginia, behind William & Mary and the University of Virginia. Longwood is part of the proud tradition of higher education in the Commonwealth of Virginia. Roughly one hour’s drive from Lynchburg, Charlottesville and Richmond, Longwood is located in the historic two-college community of Farmville, at a historic crossroads near where the Civil War drew to a close and powerful strides in the civil rights movement began. Today Longwood has an enrollment of approximately 4,000 students served by approximately 1,000 faculty and staff.

In congruence with the University's mission, the University seeks an experienced firm to provide event and content development services for the JPBCC. The JPBCC is currently in the design and construction phase with construction scheduled to be completed in July 2023. The JPBCC will be a 3,000 seat venue which will be the home for Longwood University men’s and women’s intercollegiate basketball teams and will host university events such as convocations, graduations and other large events. Additionally, the venue management partner will be responsible for the recruitment and development of external programming to be hosted at the JPBCC.

IV. **STATEMENT OF NEEDS:** It is the University’s intent to enter into a contract with the selected firm for professional management services for the programming operations of the JPBCC. Services must be of the highest quality, provide competent and sound fiscal management, support university initiatives and assist with the development of a positive reputation for the JPBCC among the University community, promoters, event attendees, and the community-at-large. The selected firm will report to the Contract Administrator for JPBCC, Associate Vice President for Financial & Business Operations.

In order to achieve this goal the selected firm may be requested to provide the services outlined in this section.

- A. **Pre-Opening Services for the JPBCC:** The selected firm will assist the University with planning for the opening and future operation of the JPBCC.

1. Market Analysis and Program Content Development: Evaluate local, regional and national market demand and develop a general outline of the type of events the Venue will be capable of attracting.
2. Performer Booking Philosophy: Assist the university in developing a booking philosophy that meets the standards, programming goals and financial goals of the university.
3. Operational Planning: Assist the university in developing plans to manage all types of events to be hosted at the JPBCC.
4. Budget Development: Assist the university in developing an annual budget plan that include expenses; event, personnel, equipment/supply and facility upkeep costs projections and revenues: projected annual profits based on 10 – 15 events/year.
5. Pricing Strategy: Assist the university in developing a pricing strategy that will attract external events to the JPBCC.

B. **JPBCC Management:** Proposal should include three (3) management options as follows:

1. Contractor provides an on-site management team to lead the comprehensive day-to-day management of the JPBCC to include; facility operations, event management & operations, game day operations, ticket sales, event promotions/marketing and other management services.
2. Contractor provides event based staff to work with the Longwood University JPBCC management team for event and game day services for internal, external and athletic events when requested by Longwood University. Staff positions should include; in-arena security, outdoor parking/security, ticket and box office personnel, basketball game scorer's table personnel, scoreboard operators, etc.
3. Contractor will provide booking services only. No event or management services.

The University will evaluate all management options and award the contract for any or all options in order to meet the needs of the JPBCC.

C. **Annual Program Content Development:** Work closely with the University to develop an annual programming event calendar to maximize efficiency, effectiveness and revenue streams to assist in meeting the University's goals for the Venue.

1. Grand Opening Event Planning: Assist in the planning for a grand opening event for the JPBCC.
2. The university will have first priority for scheduling during basketball season and select university-wide events (convocation, orientation, etc.). The selected firm will work with the JPBCC Executive Director to create an annual events calendar and schedule events that work within the university calendar and uphold the standards of the university.

3. The university would like to develop a schedule that includes 10 – 15 external events a year. These events should include local, regional and national concerts/shows, trade shows, local and regional sporting events and other live entertainment events.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, identified as the ORIGINAL, five (5) hard copies, identified as a COPY, and one (1) electronic copy in PDF format on a USB drive of the proposal must be submitted to the issuing agency. If the offeror's proposal contains CONFIDENTIAL or PROPRIETARY information, a REDACTED electronic copy in PDF format should also be submitted on the USB drive. No other distribution of the proposal 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 the purchasing agency 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 the purchasing agency. 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 placed 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. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or 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 will 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 the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

- B. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible, so the University may properly evaluate your capabilities to provide the required services. Proposal should be based on the projections of 10–15 external events/year. Offerors are required to submit the following items as a complete proposal:

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed services including:
 - a. Describe how the firm plans to provide services requested in Statement of Needs Sections A, B and C.
 - b. For Statement of Needs Section B, define the arrangement between owner and contractor for the services listed below for each of the three JPBC management options. Include any other management services that you believe should be highlighted/considered for each option.
 - i) Event Promotion and Marketing: Responsibilities for activities and expenses related to recruitment, booking, marketing and hosting events. Include recommendations for comprehensive marketing strategy including; online, on-air, print, social media, etc.
 - ii) Event Sponsorship and Advertising: Responsibilities for activities, expenses and revenues related to the event related sponsorship and advertising activities.

NOTE: This relates to external event sponsorship and advertising only. Advertising and sponsorship in general for the JPBC will be the responsibility and benefit of Longwood University.
 - iii) Venue Scheduling: Propose your role in the venue scheduling process.
 - iv) Talent Relations: Propose the process/responsibilities for the talent relations with booked acts and their agents.
 - c. Time frame for the start of the contract.
5. Proposed Price. Indicate in the pricing schedule, Section XI of the RFP, if provided.
6. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification,

under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist.

VI. EVALUATION AND AWARD CRITERIA:

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by Longwood University using the following criteria:

<u>CRITERIA</u>	<u>POINT VALUE</u>
1. Specific plans or methodology to be used to perform the services	25
2. Experience and qualifications of personnel assigned to perform the services	25
3. Price Proposal	20
4. Small Business Subcontracting Plan	20
5. References	<u>10</u>
TOTAL	<u>100</u>

- B. **AWARD OF CONTRACT:** 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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, 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 the solicitation and the Contractor's proposal as negotiated.

VII. REPORTING AND DELIVERY INSTRUCTIONS:

- A. The Contractor shall provide the following documentation to the University Contract Administrator for approval.
- B. The Contractor shall provide a monthly progress report to the University Contract Administrator outlining the following:
1. The specific highlights during the reporting period (events, personnel, etc.).

2. Any specific challenges faced during the reporting period.
 3. Schedule updates for the JPBCC.
 4. Fiscal updates for the JPBCC.
- C. Within thirty (30) calendar days after the award date of the contract, the Contractor shall furnish a preliminary outline of the organizational structure of the final report to the University Contract Administrator.
1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
 2. Beneath each topic and subtopic, the Contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- D. At least two (2) weeks prior to the submission of the final report, the Contractor shall present a preliminary draft of the final report to the University Contract Administrator. The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract.
- E. On or before the date specified in the contract, a final report shall be delivered to the University Contract Administrator for its approval. The Contractor shall furnish three (3) copies of the final report.
- F. The Contractor shall make a least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the agency.
- G. See IX.10.C.1. outlining the requirements for Prime Contractor reporting of Small Business Subcontracting.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on May 26, 2022 at 2:00 p.m. in Lancaster Hall, Room 223. 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 the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

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

IX. SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
2. **AUDIT:** The contractor shall 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. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AWARD OF CONTRACT:** 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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, 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 the solicitation and the contractor's proposal as negotiated.
4. **CANCELLATION OF CONTRACT:** The purchasing agency 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 also be terminated by the contractor, 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.
5. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that

can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

6. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for seven (7) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
7. **CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.longwood.edu/materielmanagement>), Cooperative Procurement, 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 affiliated corporations 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 the contract terms. The Contractor shall notify Longwood University in writing of any such entities accessing the contract. 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. 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 Longwood University. Longwood University 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 Longwood University 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.

8. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **IDENTIFICATION OF BID/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 identified as follows:

From: _____	6/16/2022	2:00 P.M.
Name of Bidder/Offeror	Due Date	Time
_____	LU214-22-012	
Street or Box Number	RFP No.	
_____	Venue Management Services	
City, State, Zip Code	RFP Title	

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer Deborah J. Cooper, CUPO, VCO

10. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

- A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Prime Contractor Subcontractor Reporting:
1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that

are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

11. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on May 26, 2022 at 2:00 p.m. at Longwood University, 201 High Street, Farmville, VA 23909 in Lancaster Hall, Room 223. The purpose of this conference is to allow potential bidders/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 the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
12. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
13. **REFERENCES:** Offerors shall provide 3 references where similar services have been provided, preferably at a college or university. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person with their email address and telephone number. An OFFEROR DATA SHEET is included as an attachment to this solicitation for providing this information and shall be completed and submitted with the Offeror's proposal.
14. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.
15. **CONTINUITY OF SERVICES:**
 - a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

(iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

16. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

17. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- X. **METHOD OF PAYMENT:** Contractor shall submit invoices against work completed as determined by the negotiations and agreement of both parties. Invoices shall be submitted to:

Longwood University
Accounting and Financial Reporting
201 High Street, Lancaster 215A
Farmville, Virginia 23909

- XI. **PRICING SCHEDULE:** The Offeror agrees to provide services in compliance with the STATEMENT OF NEEDS, GOVERNING RULES, GENERAL TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS contained herein as follows:

1. Initial pre-opening fees and/or annual financial fees.
2. Profit splits and/or per event fees.

- XII. **ATTACHMENTS:**

A – WRITTEN PRE-PROPOSAL QUESTION FORM

B – SMALL BUSINESS SUBCONTRACTING PLAN

C – OFFEROR DATA SHEET

D – STATE CORPORATION COMMISSION FORM

E – HOLIDAY, WINTER CLOSING AND RECOGNITION DAY SCHEDULE FOR 2022

CAMPUS MAP-DIRECTORY

ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM

Project: Venue Management Services
Longwood University
Farmville, Virginia 23909

Attention: Deborah J. Cooper, CUPO, VCO
Interim Director of Materiel Management & Purchasing
Lancaster Hall, Room 215B
Longwood University
Farmville, Virginia 23909
Fax: 434-395-2246 | Email: materielmanagement@longwood.edu

The following questions are against RFP#LU214-22-012

<u>Section, Page, Paragraph, Line(s)</u>	<u>Question</u>
--	-----------------

All questions shall be received by **12:00 Noon, June 3, 2022**. All responses to questions will be made by addendum.

Question(s) submitted by:

Name

Company

Email Address: _____

Phone # _____

Fax # _____

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: “Small Business” means 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. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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 United States immigration law, and both the management and daily business operations are controlled 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.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals 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.

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at www.dmb.virginia.gov (Customer Service).

Offeror’s Name: CENTERS, LLC

Preparer Name: Kim Martin **Date:** June 13, 2022

Instructions

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bidder to receive credit for the small business subcontracting plan evaluation criteria, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in this section. Points will be assigned based on each bidder’s proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the bidder’s total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a (**check only one below**):

N/A ☐ Small Business
☐ Small and Women-owned Business
☐ Small and Minority-owned Business

Certification Number: _____
Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W) Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
N/A					
Totals \$					

ATTACHMENT C – OFFEROR DATA SHEET (TO BE COMPLETED BY OFFEROR)

- A. **Qualification of Offeror:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Indicate below the length of time you have been in business providing the services required herein.

23 Year(s) 10 Month(s)

- B. **References:** List three (3) references (preferably colleges or universities, if available) for whom you have provided this type of service. Include the dates of service and the name, phone number and email address of the person Longwood University has your permission to contact.

1. Dr. Normah Salleh-Barone, Vice President, Student Development
Company/Name of Contact Person
Moraine Valley Community College, 9000 College Pkwy, Palos Hills, IL 60465
Address
708-974-5209 2013-present
Phone Number Date(s) of Service
salleh-barone@morainevalley.edu
Email Address
2. Ron Justice, Mylan Park Foundation President
Company/Name of Contact Person
Mylan Park, 1847 Fitness Wy, Morgantown, WV 26501
Address
304-216-6849 2017-present
Phone Number Date(s) of Service
ronjustice2010@gmail.com
Email Address
3. Rob Stowe, Vice President of Development & Strategic Initiatives, Events DC
Company/Name of Contact Person
801 Mount Vernon Place NW, Washington, DC 20001
Address
202-249-3305 2018-present
Phone Number Date(s) of Service
rstowe@eventsdc.com
Email Address

ATTACHMENT D - STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

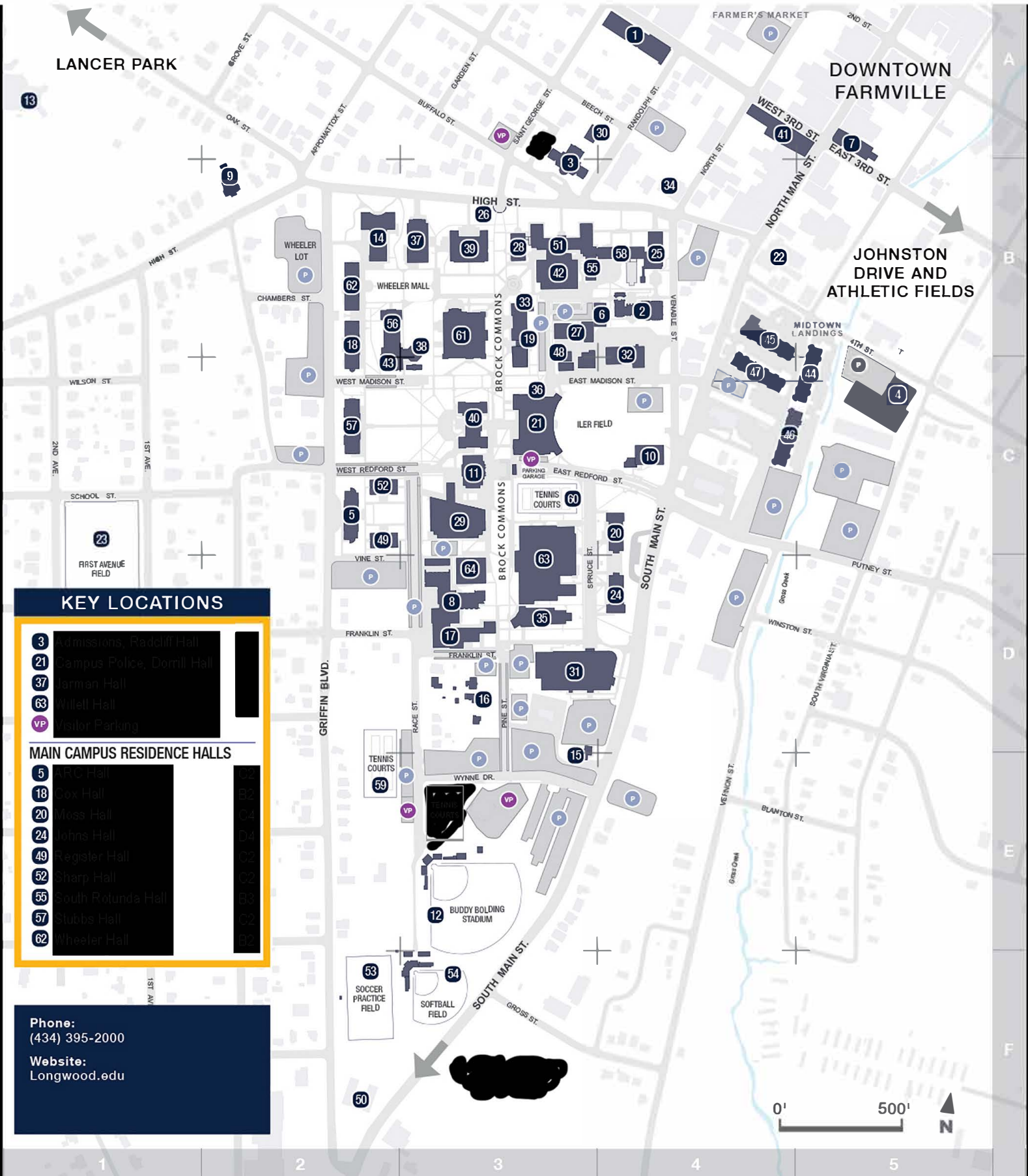
☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

E – HOLIDAY, WINTER CLOSING AND RECOGNITION DAY SCHEDULE FOR 2022

The following days are Official University holidays for 2022. The awarded Recognition Days are also noted below. The University will be closed on all of these days.

Friday, December 31, 2021	New Year's Day (observed)
Monday, January 17	MLK Day
Monday, March 7	Spring Break
Friday, May 27	Recognition Day
Monday, May 30	Memorial Day
Monday, June 20	Juneteenth (observed)
Friday, July 1	Recognition Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Friday, October 7	Recognition Day
Wednesday, November 23	Day before Thanksgiving
Thursday, November 24	Thanksgiving Day
Friday, November 25	Day after Thanksgiving
Monday, December 19	Winter Break
Tuesday, December 20	Winter Break
Wednesday, December 21	Winter Break
Thursday, December 22	Winter Break
Friday, December 23	Additional Holiday Time
Monday, December 26	Christmas (observed)
Tuesday, December 27	Winter Break
Wednesday, December 28	Winter Break
Thursday, December 29	Winter Break
Friday, December 30	Winter Break



KEY LOCATIONS

- 3 Admissions, Radcliff Hall
- 21 Campus Police, Dornli Hall
- 37 Farman Hall
- 63 Willet Hall
- VP Visitor Parking

MAIN CAMPUS RESIDENCE HALLS

- 5 RC Hall
- 18 Fox Hall
- 20 Moss Hall
- 24 Johns Hall
- 49 Register Hall
- 52 Sharp Hall
- 55 South Rotunda Hall
- 57 Tubbs Hall
- 62 Wheeler Hall

Phone:
(434) 395-2000

Website:
Longwood.edu



Campus Map Directory

#	BUILDING	GRID
1	315 W. 3rd St.	A4
2	Allen Hall	B4
3	Roddick Hall	B3
4	Andy Taylor Center for Early Childhood Development	C5
5	ARC Residence Hall	C2
6	Barlow Hall	B3
7	Barnes & Noble Bookstore	A5
8	Bedford Hall	D3
9	Bed and Breakfast	B2
10	Brislow Hall	C4
11	Brock Hall	C3
12	Buddy Bolding Stadium - Baseball Field	E3
13	Centra Southside Community Hospital	A1
14	Chichester Science Center	B2
15	Clark House	C3
16	Clean Virginia Waterways	D3
17	Communication Studies and Theatre	D3
18	Cox Residence Hall	B2
19	Coyner Hall	B3

#	BUILDING	GRID
20	Myers Residence Hall	C4
21	Dorrell Dining Hall	C3
22	Farmville Town Hall	B4
23	First Avenue Field	C1
24	Johnson Residence Hall	D4
25	French Hall	B4
26	Gateway	B3
27	Graham Hall	B3
28	Granger Hall	B3
29	Greenwood Library	C3
30	Hardy House	A4
31	Health and Fitness Center	D3
32	Heating Plants	B4
33	Hiner Hall	B3
34	Hotel Weyanoke	B4
35	Hull Hall	D3
36	Iler Hall	C3
37	Jarman Hall	B3
38	Jeffers Hall	B3
39	Laurel Hall	B3
40	Larkford Hall	C3
41	Longwood Center for the Visual Arts	A4
42	Maugans Alumni Center	B3

#	BUILDING	GRID
43	McCorkle Hall	B3
44	Midtown Landings NE	B4
45	Midtown Landings NW	C5
46	Midtown Landings SE	C4
47	Midtown Landings SW	C4
48	Recycling Center	B3
49	Register Residence Hall	C3
50	Robert Russa Moton Museum	F2
51	Robinson Hall	B3
52	Sharp Residence Hall	C2
53	Soccer Practice Field	F2
54	Softball Field	F3
55	South Carolina Recreation Hall	B4
56	Stevens Hall	C2
57	Stubbs Residence Hall	C2
58	Tabb Hall	B4
59	Tennis Courts (Race Street)	E2
60	Tennis Courts (Willett)	C3
61	Upchurch University Center	B3
62	Wheeler Residence Hall	B2
63	Willett Hall	D3
64	Wygal Hall	D3

Lancer Park



Johnston Drive and Athletic Fields

