Request for Proposal
Event Management Services
RFP #FY2015 Administration 04
October 6th, 2015

Description

All interested event management businesses are invited to submit a proposal to the Town of Purcellville in accordance with the enclosed specifications. The submittal, consisting of the original proposal and three (3) additional copies marked, "Event Management Services for the Town of Purcellville," must be received no later than 2:00 p.m., October 29th, 2015.

Delivery shall be In Person, by Courier or U.S. Postal Service and submitted to:

Marty Kloeden
Special Assistant to the Town Manager
Town of Purcellville
221 South Nursery Avenue
Purcellville, Virginia 20132

This Request for Proposal (RFP) and any addenda are available on the Town of Purcellville website at www.purcellvilleva.gov. To receive a printed or email copy of this document or any technical assistance, please contact Marty Kloeden at mkloeden@purcellvilleva.gov. An optional Offerors Conference will be held on October 22nd, 2015 at 10:00 a.m. at the Purcellville Town Hall located at 221 South Nursery Avenue, Purcellville, Virginia 20132.

Time is of the essence and any proposal received after 2:00 p.m., October 29th, 2015, whether in person, by mail or otherwise, will be retained unopened during the procurement process and then discarded. The time of receipt shall be determined solely by the wall clock in the Town Hall Office reception area. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and the hour proposals are scheduled to be received. Offerors are solely responsible for ensuring that their proposal is stamped at the Town Hall Office by the deadline indicated.

Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. On the contrary, all responsible Offerors are encouraged to submit proposals. The Town of Purcellville reserves the right to accept or reject any or all proposals submitted.

Sincerely,

Melanie Scoggins

Event Specialist

Request for Proposal
Event Management Services
RFP #FY2015 Administration 04

Table of Contents

A. Purpose 3

B. Background 3

C. Scope of Services, Optional Offerors' Conference 4

D. Anticipated Schedule 6

E. Duration and Renewal of Agreement 7

F. Procurement Contacts, Questions and Requests for Information 7

G. General Proposal Preparation Information 8

H. Specific Proposal and Submission Instructions 10

I. Evaluation Criteria 13

J. Award of Agreement; Amendment and Modification of Agreement; Notice of Award 15

K. Competency of Offeror 15

L. Award of Proposals; Waiver of Irregularities, Informalities or Right to Reject and One Responsive and Responsible Proposal 15

M. Compliance with Section 2.2-4311.2 of the Code of Virginia 16

N. Withdrawal of Proposals 16

O. Agreement Provisions, Conditions and Requirements , Entire Agreement 17

AGREEMENT FOR THE PROVISION OF EVENT MANAGEMENT SERVICES 18

ATTACHMENTS A-D 30

A. Purpose

The Town of Purcellville (hereinafter the "Town") is seeking competitive proposals from highly qualified and experienced event management businesses to provide planning, management and promotion for important Town events focused on expanding business opportunities, enhancing tourism and community activities in the town and Western Loudoun County, Virginia. The selected business will manage all aspects of these key community events. All interested and qualified event management businesses are encouraged to submit sealed proposals for the purpose of providing the Town with event management services in accordance with the terms, conditions and specifications as set forth in this RFP. Competitive negotiation will be used to select the business. Price shall be considered, but need not be the sole determining factor.

B. Background

This background section is provided to give prospective Offerors an understanding and familiarity of the town. Purcellville, the largest town and principal commercial center in western Loudoun County, has a population of approximately 8,606 in town and approximately 8,200 within a five minute drive, 18,600 within a 10 minute drive, and 62,300 within a 15 minute drive. There are approximately 2,400 households and 850 commercial businesses with licenses to do business within the town.

The Town has expanded support for local businesses, farms, wineries, breweries and tourism through public events designed to enhance the unique features of the area and promote them to as wide an audience as possible. The two largest Town events include:

The Loudoun Grown Expo in February – The Town held its first Loudoun Grown Expo in 2011. The purpose of the Expo is to bring Loudoun's wineries, CSA's, producers, and local restaurants that showcase local foods at fireman's field for all to enjoy. The one-day event has been held at Purcellville's historic Bush Tabernacle at Fireman's Field, listed on the National Register of Historic Places. In 2015, forty vendors, including wineries, Farms, artisans, crafters and food vendors, participated in the 5th Annual Expo and approximately 2,000 people attended the event. An early entry ticketed VIP program was introduced and sold approximately 200 of 250 available tickets. This is helpful in addressing current councils' goal of Town produced self-sustaining events. Also, the Town conducted follow-up surveys of the attendees which resulted in highly positive feedback for the Town with several commenting that the Town should continue to hold the Expo each year, if not more often. The Expo is free to the general public and vendors paid a nominal charge for a booth space to participate.

The Purcellville Wine and Food Festival in July – The inaugural festival held in July 2012 along 21st Street in the Old Town district attracted over five thousand people. The Festival showcased local wineries, food from local restaurants as well as multiple live music acts. This event has grown extensively since its inception and is very popular. In 2015 we plan on charging a low entry fee for the first time. Each year participation has

increased on both the attendee side and the vendor/exhibitor side. This event has won numerous awards and has become an event known to draw crowds as large as 8000 from outside of Loudoun County and outside of the state. The event started as a street festival, but is now held in Fireman's Field Park in the historic Dillon's Woods. It is an economic development program and has potential to become larger and self-sustaining.

The Purcellville Music and Arts Festival in May – The inaugural festival was held in May 2014. The event is held in Fireman's Field Park in Historic Dillon's woods and typically draws about 2000 people over an 8 or 9 hour event. This is a free community event and the purpose of this event is to highlight local musicians, artists, and businesses. This event is unique because it is currently produced by the Purcellville Parks and Recreation Advisory Board with the assistance of the staff liaison to the board. The Parks and Recreation Advisory Board is a volunteer board consisting of nine members who make the majority of decisions surrounding the event. Additionally they work in conjunction with other local non-profit organizations to produce a juried art show that is held inside the Bush Tabernacle skating rink during the Music and Arts Festival. There are three stages, hosting approximately 20 acts throughout the day, approximately 20 artisan and food vendors, and alcohol sales are managed by a non-profit organization in conjunction with the Town.

C. Scope of Services, Optional Offerors' Conference

The following is an illustrative list of services that the Successful Offeror may be required to provide for the Town's well-attended events for the duration of the Agreement:

1. Total responsibility for complete management and production of the Town's largest event, the Purcellville Wine and Food Festival. The current Town budget allocates $17,000 to be expended on event management services in the fiscal year starting July 1st 2015.

    - Saturday, July 16, 2016 - Purcellville Wine and Food Festival

2. The Town shall coordinate with the Successful Offeror concerning which additional Town Events (if any) the Successful Offeror shall manage and produce to include negotiation of management fees. Additional Town events that may be added during the term of the Agreement include, but are not limited to:

    - February 13, 2016 (projected) – Loudoun Grown Expo
    - May 21, 2016 – Purcellville Music and Arts Festival

3. Complete and comprehensive management of the Town event(s) to be managed by the Successful Offeror, including all sponsorship, fundraising, planning, logistical and operational aspects, from inception to conclusion and a post event review.

4. Work with the Town's Events Specialist for event coordination.

5. Recruit, train and manage all volunteers and all required staff for managed events. All staff and volunteers shall be qualified and well-trained for the positions and duties to which they are assigned.

6. Promptly answer questions and information requests from Town Council members and Town staff.

7. Manage registration and logistics coordination with event vendors.

8. Design event layouts, traffic control and crowd flow plans as well as refuse and recycling collection in coordination with the appropriate authorities and staff.

9. Establish and actively market and promote innovative event sponsorship packages and other fundraising activities to defray all event production and management fees and expenses including staffing costs. Provide the Town and sponsors with sponsor recap reports following the event. Track and encourage sponsor retention.

10. Responsibility for the management, accounting and reporting to the Town of all resources raised through event sponsorships and fundraising and fees not administered by the Town.

11. Create innovative programs within or around the event to increase attendance and/or revenue.

12. Provide comprehensive and complete on-site support, including all necessary staff and complete management at the event(s).

13. Coordinate with the Town and the Town's Public Information contractor to promote the event(s) through marketing plans that include networking, communication and advertising options designed to publicize the event(s) locally, in Loudoun County and throughout the entire surrounding metropolitan area. Marketing plans should include a mix that is representative of traditional promotion and outreach and nontraditional outreach that could include social media marketing, applications, blogging and other digital resources.

14. Assist with creation of event materials including marketing materials, vendor maps, banners, flyers, ads, registration forms, rules and regulation forms, website copy, and other materials as determined in the sole discretion of the Town.

15. Write and distribute timely correspondence to stakeholders and appropriate business and property owners to communicate details about the event(s).

16. Attend Town meetings and public hearings as required; make presentations to Town Council and Town committees, commissions, and boards as necessary.

17. Provide weekly progress reports during the planning stages of the events.

18. Provide detailed post event financial, accounting and attendance reports as required by the Town.

19. Coordinate surveys of event attendees and vendors to find out the success of the event(s) including data entry. Tabulate the results and provide a report to the Town. Surveys shall be conducted at the event or during ticket purchase and after the event to determine where people traveled from that day, whether they are visitors and staying overnight, how much money they are spending as a result of attending the event(s), etc.

20. Provide the Town with professional advice and suggested improvements and ideas to enhance the quality and success of the event(s) including budgetary suggestions and solutions.

21. Secure all necessary licenses and permits including permits and licenses for service and sale of alcoholic beverages for events to ensure compliance will all applicable federal, state, county, and Town laws, ordinances, and requirements and regulations or work with and coordinate with the Town Event Specialist to secure permits that cannot be secured by the Successful Offeror on behalf of the Town.

OPTIONAL OFFERORS' CONFERENCE:

An optional Offerors' conference will be held for the purpose of directly answering questions about the RFP process, required scope of services and expectations. While the conference is optional, the Town does advise attendance for the purpose of gaining all available information prior to proposal submission.

Location:
Purcellville Town Hall
221 South Nursery Avenue
Purcellville, Virginia 20132

Date and Time: October 22nd, 2015 at 10 a.m.

Only those questions concerning the RFP process, required scope of services and expectations will be considered at the conference. Offerors may still submit a proposal if they do not attend the optional Offeror's Conference.

D. Anticipated Schedule

The following represents a tentative outline of the process currently anticipated by the Town:

1. Request for Proposals available October 6, 2015 and newspaper advertisement commences.

2. Optional Offerors Conference on Thursday October 22nd, 2015 at 10:00 a.m.

3. Deadline for all questions is Thursday October 22nd, 2015 at 10:00 a.m.

4. Receive written proposals Thursday October 29th, 2015, by 2:00 p.m.

5. Negotiations with Offerors deemed fully qualified and best suited begin November 9th, 2015.

6. Award of Contract during the week of November 30th, 2015.

7. Execution of the Contract in early December 2015.

8. The work shall start on January 1st, 2016.

E. Duration and Renewal of Agreement

The initial Term of the Agreement shall be for one (1) year commencing on the Effective Date of the Agreement for the Provision of Event Management Services. The Agreement may be renewed for six (6) additional successive one-year periods provided funding is budgeted by the Town for the Agreement, the quality of service is acceptable to the Town and based upon written mutual agreement by both parties to the provisions, conditions and requirements of the renewal.

F. Procurement Contacts, Questions and Requests for Information

Questions and requests for information and clarification should be directed by **email only** as follows:

1. Address questions concerning the RFP process and procedures to Marty Kloeden at mkloeden@purcellvilleva.gov.

2. Address questions concerning the required Scope of Services and required proposal content to Melanie Scoggins at mscoggins@purcellvilleva.gov.

All answers and/or addenda to the RFP will only be provided and posted on the Town's official website on the Bid Board (www.purcellvilleva.gov) at the Town's convenience. It is the responsibility of potential Offerors to examine the Town's website for answers and addenda prior to submitting a proposal. Offerors must acknowledge their receipt of any addenda on the form located in **Attachment C** which must be fully completed and returned with the proposal. The Town does not guarantee that all questions or requests for information will be answered.

The deadline for submission of questions and requests for information by email is October 22nd, 2015 at 10:00 a.m. After the deadline no further questions or requests for information will be accepted or answered.

Only answers and/or addenda to the RFP posted on the Town's official website will become a component and part of the Agreement between the Town and Successful Offeror. Verbal statements, answers, conversations, emails or any other written statement or document from any source whatsoever will have no effect of any kind on the Agreement or procurement.

G. General Proposal Preparation Information

All proposals and agreements with the Town of Purcellville and its officials, departments and employees are governed by the Town of Purcellville Purchasing Policy, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 – 2.2-4377, et seq. of the Code of Virginia, as amended. All Offerors are referred to the specific provisions of said policies and statutes for guidance in dealing with Town solicitations. In the event of an inconsistency between the provisions and requirements of this solicitation, Agreement, or other included document, or the Town Purchasing Policy and Commonwealth Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. The Code of Virginia, as amended
2. Virginia Public Procurement Act, as amended
3. Town of Purcellville Purchasing Policy, as amended
4. The Specifications of the Request for Proposal
5. The Agreement
6. The Instructions to Offerors and provisions and requirements of the Request for Proposal

The following general information is provided to all Offerors to facilitate the preparation of suitable proposals for the services identified in this Request, and the requirements set forth shall be binding on all Offerors.

The Town is not at liberty to change the terms of the Proposal Request or Agreement after the opening of proposals. Where questions and discussions prior to proposal opening disclose a need for additional information or amendments, appropriate addenda to the RFP will be posted <u>only</u> on the official Town website so that qualified Offerors will have the opportunity to offer proposals based upon the same information and specifications. A qualified Offeror is one that meets or complies with all required submission requirements and procedures specified in the RFP.

The Town may extend the date and time for receipt of proposals if the Town believes it is necessary and in the best interest of the Town, at the Town's sole discretion. A notice of an extension of the date and time for receipt pf Proposals will be posted <u>only</u> by addenda online on the official Town website.

1. Completeness and Responsiveness:

    a. All information required by the Request for Proposal must be supplied in order for the proposal to be considered complete and responsive. Inadequate information may require disqualification of the proposal. Proposals cannot be modified after they are opened. Any modifications or qualified Proposal not expressly provided for in the Request for Proposal may require rejection of the proposal in whole or in part.

2. Only authorized parties to sign:

    a. Each proposal, and the Agreement, must be signed by a person authorized to bind the Offeror to a valid Agreement with the Town. The Town may require that any Offeror submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Offerors behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the Agreement void if it is in its best interest to do so.

3. RFP Submission Form Required:

    a. The Offeror must complete and file responses to all applicable questions posed in the Town of Purcellville RFP Submission Form located at the end of this document and demonstrate to the satisfaction of the Office of the Town Manager, or his designee, that the business has the capability to deliver the event management services required under this solicitation.

    b. The Agreement shall only be awarded to the Offeror who, through evidence submitted or information available to the Town, has shown that their business has the capability with adequate financial resources and skilled personnel to adequately perform the event management services under the Agreement.

4. Return of Proposal Package:

    a. Should you be unable to submit a proposal in response to this RFP, please provide the Town with a statement as to why you are unable or unwilling to propose. The Town is at all times interested in learning whether problems with the proposal process have discouraged responses.

5. Questions Relating to this Request for Proposal:

    a. Any questions concerning the content of this Request for Proposal or inquiry relative to interpretation of any portion of this Request for Proposal including specifications or language shall be made pursuant to the procedures in Section (F) of the RFP.

b. The Town shall provide any interpretation of the RFP to prospective Offerors only in the form of an addendum to the Request for Proposal, which will be posted only on the Town's official website. Verbal statements, answers, conversations, emails or any other written statement from any source shall not be authoritative, controlling or binding and shall have no meaning or effect on the Agreement or this procurement.

H. Specific Proposal and Submission Instructions

In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and three (3) copies marked, Event Management Services, must be submitted to the Town. No other distribution of the proposal shall be made by the Offeror.

Proposals should be forwarded to:

Marty Kloeden
Special Assistant to the Town Manager
Town of Purcellville
221 South Nursery Avenue
Purcellville, Virginia 20132

Proposals are due no later than 2:00 p.m. local time on October 29th, 2015. Late proposals will retained unopened during the procurement process and then discarded.

1. Specific Proposal Preparation:

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.

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.

An authorized representative with authority to contractually bind the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Town requiring prompt submission of missing information or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

a. Ownership of all data, materials and documentation in the Offerors' proposal originated and prepared for the Town pursuant to the RFP shall become the exclusive property of the Town 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 Section 2.2-4342 (F) of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason 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 secrets 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 and return of the proposal. Please see **Attachment D** which must be completed and returned with the proposal.

2. Negotiations:

Pursuant to Section 2.2-4302.2 (A) (3), of the Code of Virginia, as amended, 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 factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the Town shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror. Should the Town 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.

3. Required Proposal Layout, Content and Information:

Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the Offeror's capabilities to provide event management services for the Town. Offerors are required to submit the following items as a complete proposal:

a. A cover letter with introduction that demonstrates a thorough understanding of the RFP and scope of services.

b. A written narrative statement to include:

   i. Qualifications of the staff of the business and the number of years the business has been in operation.

ii. Resumes of all staff to be assigned to the provision of services under this RFP, identifying the key management personnel and their relevant education and event management experience.

iii. REFERENCES: Provide at least four references from current or former clients within the past year that can attest to the Offerors' relevant experience in the provision of event management services, including all relevant data with complete client contact information including name, organization, address, telephone, email and event(s) managed with dates. The Town may contact these clients to confirm the level of service and event success experienced in their transactions with the Offeror. Additionally, The Offeror shall also provide a complete list of all current or former clients during the preceding twelve (12) month period and the event(s) managed for each client.

iv. Experience working with local government clients for event management. The location, type, size, attendance and scope of previous events managed for local government clients must be clearly detailed. **Proposals must include examples of event management and staffing plans from recent events managed by the Offeror.**

v. Specific experience and expertise of the staff in the planning, promotion, management and financial accounting of public events in the Washington, D.C. metropolitan area, Northern Virginia and Loudoun County. Experience with the event management of events in the Town of Purcellville and Loudoun County shall be especially highlighted in the narrative. Also, provision of information that distinguishes your business from your competitors; i.e., "why should we hire you to manage and produce our events?"

vi. Experience and success with the creation, promotion and management of event sponsorship and fundraising activities designed to defray the total costs and expenses of an event.

vii. Information relevant to meeting the required elements listed in Section I, Evaluation Criteria.

c. List the pricing structure and/or event rate to be paid by the Town for the provision of all required services in Section C, Scope of Services. Fundraising and event sponsorships shall be utilized to pay the Offeror's fees and expenses. In addition, please propose a modification to the pricing approach which addresses any sponsorship revenue that exceeds the

production costs of the events (a model for the shared allocation of excess sponsorship funds above actual event costs).

d. List the estimated amount of time necessary to provide all services as required by the Town in Section C, Scope of Services.

e. Include all forms located in the Attachments. All forms (Attachments A through D) must be completely and accurately filled out and signed and dated as indicated.

f. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their proposal. In the event of agreement award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

I. Evaluation Criteria

Selection of the successful Offeror will be based upon a "Best Value" evaluation under competitive negotiation as authorized by Section § 2.2-4302.2 of the Code of Virginia. Best Value means the overall combination of quality of service(s), price, and various elements of required services that in total are optimal relative to the Town's needs. The Town is not obligated to award a contract and may cancel this RFP prior to award at its discretion. The Town will review each Offeror's Proposal and the minimum criteria to determine the relative Best Value evaluation of each Offeror. **Price shall be considered, but need not be the sole determining factor**. Proposals shall be evaluated on the basis of those requirements which are set forth in the Request for Proposal, the Contract, the Town's Purchasing Policy and Virginia Public Procurement law. This solicitation is being procured by competitive negotiation. Note that pursuant to the requirements of §2.2-4302.2 (A) (1), **a numerical scoring system is not being utilized to evaluate the proposals.**

The Town of Purcellville desired outcome for this process is the selection of the best qualified Offeror that most clearly demonstrates the ability to responsibly and adequately provide all services required under this Proposal and Contract.

Major criteria to be considered in the evaluation may include, but shall not be limited to those items noted below:

1. Qualifications, Experience and Proposed Compensation:

    a. Similar event management experience and background:

        i. Success in planning, promoting, coordinating and managing a wide range of public events including events that serve and/or sell alcohol and require appropriate venue management and licensing by the

Virginia Department of Alcoholic Beverage Control; especially those events managed for local governments in the Washington, D.C, metropolitan area, Northern Virginia and Loudoun County.

ii. Review of management and staffing plans from recent events managed by the Offeror.

iii. Experience developing and managing events that have no existing infrastructure and are held outdoors.

iv. Experience and proven success working with the media to advertise events and the ability to design and develop innovative marketing plans, concepts and strategies to promote public events. Proven success in the design, development and distribution of advertising materials, press releases and other forms of communications to promote and publicize events in the most effective manner to enhance attendance.

v. The Offeror's clearly demonstrated ability, capacity and skill to fully and satisfactorily provide all the services and/or requirements in this RFP.

vi. The Offeror's experience and success in creating, promoting and managing innovative event sponsorship and fundraising activities designed to defray the total costs of an event.

vii. The reasonableness/competitiveness of the proposed event management fees, compensation and benefits to the Town, although the Town is not bound to select the Offeror who proposes the lowest fees, compensation or most benefits for services. The Town reserves the right to negotiate fees, compensation and/or benefits to the Town with the selected Offeror(s).

viii. Client and Event references provided by the Offeror pursuant to Section H (3) (b) (iii).

ix. The oral presentation of the proposal during negotiations (if the Offerer is selected).

x. Experience attending local government meetings and making presentations to elected officials, appointed bodies, and staff.

b. The background, education, relevant experience and qualifications of the Offeror's management and staff who would be responsible for the production of the Town's events as detailed in the requirements of this RFP.

2. Proposed estimated amount of time to provide the services required by the RFP. See also section H (3) (d) herein.

J. Award of Agreement; Amendment and Modification of Agreement and Notice of Award

After negotiations have been conducted pursuant to Section H. (2), the Town shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the agreement to that Offeror. Should the Town 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 Notice of Award or intent to award will only be placed on the Town's official website on the official Town Bid Board for a period of ten calendar days.

There is no binding agreement, no contractual relationship, no understanding nor mutual assent until the Agreement herein is signed, duly executed and exchanged by and between the Successful Offeror and the Town of Purcellville.

1. The Agreement document and all terms and conditions therein represent the entire and integrated Agreement between the parties and supersede any and all prior negotiations, representations or agreements, either written or verbal. The Agreement shall not be modified or amended except by mutual consent expressed in writing and signed by duly authorized representatives of both parties.

K. Competency of Offeror

The Offeror, if requested, must present within forty-eight (48) hours, evidence satisfactory to the Office of the Town Manager or his designee, of performance ability, and possession of necessary facilities, staff, pecuniary resources, and adequate insurance to comply with the terms of this Request for Proposal and Contract documents.

No proposal will be accepted from or Agreement awarded to any person, business or corporation that is in arrears, or is in default to the Town or any other entity upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the Town or other entity.

L. Award of Proposals; Waiver of Irregularities, Informalities or Right to Reject and One Responsive and Responsible Proposal

Unless otherwise specified, the Town may award all or part of the proposal to any Offeror whose proposal is the most responsible and responsive Proposal that meets the requirements and criteria set forth in the RFP with respect to the services desired, and that is in the best interest of the Town to accept.

The Town reserves the right to waive any irregularity or informality in any proposal; provided however, that proposal or amendments which are received after the time specified for the opening of proposals will be neither opened nor considered.

The Town of Purcellville expressly reserves the right to reject any or all proposals or any part of a proposal if such action is deemed to be in the best interest of the Town of Purcellville. In addition, any Offeror which submits a proposal agrees that such proposal shall become the property of the Town and all costs incurred for proposal preparation are solely the responsibility of the Offeror. The Offeror agrees that the proposal and all copies and any other submitted material will not be returned by the Town following the conclusion of this RFP process.

When only one responsive and responsible proposal is received, the Request for Proposal may be canceled and may be issued again, unless the Town determines the price proposed is reasonable and in the best interests of the Town.

M. Compliance with Section 2.2-4311.2 of the Code of Virginia

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the proposal the identification number issued to it by the State Corporation Commission. Any 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 shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any Offeror that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of the Town.

See Attachment B and enter all information required by this section.

N. Withdrawal of Proposals

A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Town in writing addressed to Marty Kloeden, Special Assistant to the Town Manager, of its intentions.

1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original cost amount of the proposal.
2. Modified and withdrawn proposals may be resubmitted to the Town only up to the time and date set for the receipt of proposals.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for one hundred and twenty (120) days thereafter.

O. Agreement Provisions, Conditions and Requirements, Entire Agreement

The entire Agreement includes and incorporates the following documents:

1. The Agreement for the Provision of Event Management Services.
2. The Request for Proposal (RFP) – RFP #FY2015 Administration 04.
3. RFP Addenda as issued on the official Town website (if any).
4. The Contractor's complete proposal document.
5. The Contractor's Best and Final offer (if any).
6. Attachment A: RFP Submission Form.
7. Attachment B: State Corporation Commission Identification Number.
8. Attachment C: Addendum Acknowledgement.
9. Attachment D: Trade Secrets and Proprietary Information.
10. The Notice of Award.
11. Agreement amendments or modifications (if any).

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

AGREEMENT FOR THE PROVISION OF EVENT MANAGEMENT SERVICES

THIS AGREEMENT (hereinafter, "Agreement"), shall be effective as of the date last signed below in Section 23, Execution of the Agreement (hereinafter the "Effective Date"), and is by and between the Town of Purcellville, Virginia, a municipal corporation, (hereinafter, "Town") and _____, (business entity type and description), (hereinafter, "Contractor").

WHEREAS, the Town desires to contract with an events management business to plan, promote, and manage the Town's well-attended economic development and tourism events; and

WHEREAS, the Contractor is willing to provide all required event management services in accordance with the terms and conditions prescribed by this Agreement.

NOW, THEREFORE, WITNESSETH, in consideration of the foregoing and the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Town and Contractor agree to the following:

2. TERM OF AGREEMENT. The Contractor shall provide event management services as specified in the Request for Proposal and on an as required basis for one (1) year from the Effective Date of the Agreement.

3. RENEWAL. The Agreement may be renewed for six (6) additional successive one-year periods provided funding for the Agreement is budgeted by the Town, the quality of service is acceptable to the Town and based on mutual written agreement by both parties to the provisions, conditions and requirements of the renewal. The Contractor shall not be entitled to seek redress from the Town or its elected officials, officers, agents, employees, or volunteers should the Town fail to make annual appropriations for the Agreement.

4. CONTROLLING LAW AND VENUE. This Agreement is made, entered into, and shall be performed in the Town of Purcellville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in the Loudoun County General District Court or the Circuit Court of the County of Loudoun, Virginia.

5. INCORPORATION OF REQUEST FOR PROPOSAL. All provisions, conditions and requirements of the Request for Proposal (**"RFP"**) dated , October 6th, 2015 and specifically identified as "RFP #FY2015 Administration 04 – Event Management Services" and the Proposal of the Offeror in response to the RFP (**"Proposal"**) are incorporated by reference into this Agreement as those provisions, conditions and requirements are stated verbatim therein. In case of any

conflict between the RFP, the Proposal and the Agreement, the RFP shall control unless this Agreement explicitly provides otherwise or contains additional requirements or provisions.

6. MODIFICATION OF AGREEMENT. The Contract shall not be modified or amended except by mutual consent expressed in writing and signed by duly authorized representatives of both parties.

7. PAYMENTS, FEES AND CHARGES. The Town shall pay the Contractor as agreed based on the Contractor's Proposal. The Town shall not pay any additional fees, charges, costs or penalties of any kind for any reason whatsoever under this Agreement.

8. INSURANCE. The Contractor shall at all times during the term of the Agreement maintain:

    a. At all times during the term of this Agreement, the Contractor will maintain a general liability policy and liquor liability policy with not less than $2,000,000 combined single limits per occurrence with an excess general liability and liquor liability policy with a minimum limit of $3,000,000. Coverage is to be on an occurrence basis only with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Contractor's general liability and excess liability policies must be endorsed to list the Town of Purcellville as an additional insured. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. All endorsements must be issued by the Contractor's insurance company. A notation of additional insured status on the certificate of insurance is not sufficient. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance and all insurance endorsements evidencing compliance with all insurance requirements under this paragraph.

    b. At all times during the term of the Agreement, the Contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Contractor will also carry employers liability insurance with a limit of at least $1,000,000 bodily injury by accident/$1,000,000 bodily injury by disease policy limit/$1,000,000 bodily injury by disease

each employee. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all insurance requirements under this paragraph. Title 65.2 of the Code of Virginia (Workers' Compensation Act) requires every employer who regularly employs more than two full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

c. At all times during the term of this Agreement, the Contractor will maintain automobile liability insurance with limits of at least $1,000,000. The coverage is to be written with a symbol "1" or "any auto." The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Town of Purcellville must be listed as an additional insured on the automobile liability policy by endorsement. The endorsement must be issued by the Contractor's insurance company. A notation on the certificate of insurance is insufficient. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.

d. All coverages required herein are to be evidenced by a certificate of insurance issued by the Contractor's insurer or insurance agent. The Town's additional insured status must be by endorsement to the Contractor's insurance. A copy of the additional insured endorsement must be provided to the Town. The endorsement listing the Town as an additional insured must remain in force during the entire term of the Agreement.

e. The insurance provided in the endorsements naming the Town as an additional insured required herein shall be primary without contribution from any such other insurance provided and liquor liability or available to the Town.

f. Waiver of subrogation required. The Contractor's insurer shall waive rights of subrogation against the Town and its officers, officials, employees, agents, assigns and volunteers under the Contractor's general liability, automobile liability, and workers' compensation policies. The waiver of subrogation must be specified on the certificate of insurance.

g. The Contractor's insurer or insurance agent must provide thirty (30) days' notice of cancellation [ten (10) days for non-payment] to the Town of any insurance or endorsements required herein. Such notice may be provided by one of the following three methods:

    1. A note on company letterhead that the Town will receive such notice of cancellation. This may be on the letterhead of the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.

    2. A separate endorsement specifying the notice required, or

    3. A copy of a policy provision regarding such notice.

h. The Contractor will not commence any work under the Agreement until the Town has received all required certificates of insurance and endorsements.

i. Failure to maintain all required insurance, endorsements and certificates of insurance constitutes grounds for immediate termination of the Agreement by the Town or cessation of all activities by the Contractor until all insurance requirements are met; at the sole discretion of the Town.

j. The Contractor shall require the same insurance coverage from its subcontractors as the Town requires of the Contractor under this Agreement. Compliance by the Contractor and any of its subcontractors with the insurance requirements under this Agreement shall not relieve the Contractor or any subcontractors of their liabilities and obligations under this Agreement.

k. Nothing contained herein shall be construed to create a contractual relationship between the Town and any subcontractor of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor's employees, the Contractor's subcontractors, and the employees of any subcontractor.

l. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Contractor at the time of Proposal submission.

m. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "....but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

9. STAFFING AND CONFORMANCE WITH LAW: The Contractor shall:

   a. Be properly and currently licensed to conduct business in the Commonwealth of Virginia and Town of Purcellville.

   b. Require and obtain proof of a current license to conduct business in the Commonwealth of Virginia and Town of Purcellville from all subcontractors.

   c. Comply with, and shall require all of Contractor's employees, agents, and subcontractors conducting any activity under this Agreement to comply with, all applicable Town, county, state and federal laws, rules, and regulations.

   d. Implement and enforce policies, practices and procedures to avoid personal injuries and property damage while conducting any activity or event under this Agreement.

   e. Comply with, and shall require all of Contractor's subcontractors to comply with, the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.

   f. Agree that at all times the Contractor and any subcontractors shall at all times be an independent contractor and shall not be an employee of the Town.

10. RESPONSIBILITIES OF THE TOWN. The Town shall:

   a. Provide reasonable cooperation with the Contractor and its employees, agents, and subcontractors so as to facilitate the provision of event management services.

   b. Provide appropriate communication and appropriate staff, as necessary and if available, to facilitate the provision of event management services.

   c. Compensate the Contractor in accordance with the terms of this Agreement.

11. SEVERABILITY. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

12. EMPLOYMENT DISCRIMINATION PROHIBITED (Code of Virginia, Section 2.2-4311). During the term of this Agreement the Contractor agrees as follows:

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

    b. All solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.

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

    d. The Contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. DRUG FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR (Code of Virginia, Section 2.2-4312).

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

    b. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or

use of any controlled substance or marijuana during the performance of the contract.

14. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS. The Town of Purcellville does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.

15. THE CONTRACTOR DOES NOT AND SHALL NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN. During the term of the Agreement, the Contractor agrees that it does not and shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

16. CONTRACTOR COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH.

    a. Pursuant to Section 2.2-4311.2 of the Code of Virginia, a Contractor selected under this Agreement that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

    b. Any business entity described in subsection (a) shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement.

    c. The Town may terminate this Agreement with the business entity selected as Contractor if the business entity fails to remain in compliance with the provisions of Section Fifteen (15) of this Agreement and/or Section 2.2-4311.2 of the Code of Virginia.

17. RECORD RETENTION/AUDITS. During the term of this Agreement the Contractor shall retain, during the performance of the Agreement and for a period of three (3) years from the completion of the Agreement, all records pertaining to the Contractor's proposal and the Agreement awarded pursuant to the RFP. Such records shall be organized by event and shall include for each event: the names of all staff and volunteers, the names of all event registrants, all advertising records (including a copy of the advertisement), a list of all donations and sponsorships, the event layout, all event plans, all weekly progress reports, all signed documents (including waivers and releases), attendance reports, surveys, a copy of all licenses and permits, accounting and financial reports, expense records, receipts, invoices, taxes paid, and paperwork and documentation required by law. Such records shall

be available to the Town on demand and without advance notice during the Contractor's normal working hours.

Town personnel may perform in-progress and post-audits of Contractor's records in any way related to the provision of event management services. Files will be available to the Town on demand and without notice during normal working hours.

18. TAXES. The Contractor shall pay all Town, county, state and federal taxes required by law and resulting from the work under this Agreement, or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the price under this Agreement between the Town and Contractor, as the taxes shall be an obligation of the Contractor and not of the Town, and the Town shall be held harmless for same by the Contractor.

    The Town is exempt from the payment of federal, state, and local taxes.

19. SUBCONTRACTS. Contractor shall not subcontract or otherwise delegate any portion of the work under this Agreement to a party who is not the Contractor unless the Contractor first obtains the written consent of the Town. If the Contractor desires to subcontract some part of the work specified in this Agreement, the Contractor shall furnish the Town the names, qualifications, and relevant experience of the proposed subcontractors, the work to be performed by the proposed subcontractors, and the reason for their retention. The Contractor shall, however, remain fully liable and responsible for the work performed by any subcontractor(s) and shall assure complete compliance with all the requirements of the Agreement.

20. PAYMENT CLAUSES REQUIRED BY VA. CODE § 2.2-4354.

    a. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the Town for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or (b) notify the Town and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

    b. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the Town. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the Town.

    c. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven

days following receipt by the Successful Offeror of payment from the Town for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.

d. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.

e. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

f. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the Town. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

21. INDEMNIFICATION AND HOLD HARMLESS. The Contractor agrees to indemnify, defend and hold harmless the Town, including its officers, agents, employees, community representatives, volunteers and others working on behalf of the Town, from any and all claims, appeals, damages, actions, liabilities, judgments, suits, losses, payments, costs, fines and or fees levied against the Town (and expenses of every related nature and description, including attorneys' fees) arising from or caused by the actions, inactions, activities, or performance of the Contractor or a subcontractor, provided that such liability is not attributable to the Town's negligence.

If the Contractor subcontracts all or a portion of the work under this Agreement, the Contractor shall enter into an agreement with such subcontractor(s) in which the subcontractor indemnifies, defends, and holds harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work by the subcontractor.

The attorney(s) selected to defend the Town shall be subject to approval by the Town. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or attempt to have the Town "hold harmless" others are invalid and unenforceable or an impermissible wavier of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town does not waive its sovereign immunity. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit

the responsibility to indemnify, keep and hold harmless and defend the Town as herein provided.

22. TERMINATION OF AGREEMENT.

a. The Town reserves the right to terminate the Agreement immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies, endorsements or licenses.

b. The failure of the Contractor to comply with any section, condition, requirement or provision of this Agreement will be grounds for immediate termination of the Agreement by the Town, at the sole discretion of the Town.

c. Notwithstanding anything to the contrary contained in the Agreement between the Town and the Contractor, the Town may, without prejudice to any other rights it may have, terminate the Agreement for convenience and without cause, by giving thirty (30) days written notice to the Contractor, electronic mail shall be considered written notice.

d. The Town may immediately and without prior notice to the Contractor, terminate the contract due to emergency circumstances as defined solely by the Town Manager.

e. If a termination clause is used by the Town, the Contractor will be paid by the Town for all scheduled work completed to the satisfaction of the Town by the Contractor up to the termination date set in the written termination notice.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

23. EXECUTION OF THE AGREEMENT.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement and as of the Effective Date and by execution, hereby acknowledge their respective authority to bind the Contractor and the Town.

FOR THE CONTRACTOR

Signature: _____

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA

The foregoing Agreement for the Provision of Event Management Services was acknowledged before me on behalf of _____ by _____, _____, this the _____ day of _____, 2015.

_____ My Commission Expires: _____

Notary Public Notary Registration #: _____

STAMP:

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

FOR THE TOWN OF PURCELLVILLE
A Municipal Corporation

Signature: _____
Robert W. Lohr., Jr.
Town Manager

COUNTY OF LOUDOUN
COMMONWEALTH OF VIRGINIA

The foregoing Agreement for the Provision of Event Management Services was acknowledged before me on behalf of the Town of Purcellville by Robert W. Lohr, Jr., Town Manager of the Town of Purcellville, Virginia, this the ____ day of _____, 2015.

_____ My Commission Expires: _____

Notary Public Notary Registration #: _____

STAMP:

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT A – RFP SUMBMISSION FORM

RFP #FY2015 Administration 04
Event Management Services

OFFEROR MUST COMPLETE AND RETURN ALL ATTACHMENTS (A-D) WITH THE PROPOSAL SUBMISSION

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in *RFP #FY2015 Administration 04*. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign and bind the Offeror to the proposal as submitted and any resulting agreement with the Town of Purcellville.

NAME OF OFFEROR:_____

ADDRESS:_____

_____

FED/TAX ID NO: _____

SIGNATURE: _____

NAME (print):_____

TITLE: _____

TELEPHONE: _____

E-MAIL:_____

FAX: _____

DATE: _____

THIS FORM MUST BE SUBMITED WITH THE PROPOSAL

ATTACHMENT B – STATE CORPORATION IDENTIFICATION NUMBER

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the proposal the identification number issued to it by the State Corporation Commission. Any 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 shall include in the proposal a statement describing why the Offeror is not required to be so authorized. See Section 2.2-4311.2 of the Code of Virginia, as amended.

1. Any Offeror that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town Manager or designee of the Town. Enter State Corporation Identification Number: _____

2. Enter Statement below if required:
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

THIS FORM MUST BE SUBMITED WITH THE PROPOSAL

ATTACHMENT C – ADDENDUM ACKNOWLEDGEMENT

The undersigned representative of the Offeror certifies that they have the authority to sign for and contractually bind the Offeror to the proposal as submitted and any resulting agreement with the Town of Purcellville. The Offeror hereby acknowledges receipt of the following Addenda posted on the official Town website pursuant to the specifications of the RFP and further acknowledges that all addenda have been thoroughly examined and any required adjustments have been made to the Offerors' proposal:

Addendum No. ____, dated _____
Addendum No. ____, dated _____
Addendum No. ____, dated _____
Addendum No. ____, dated _____
Addendum No. ____, dated _____
Addendum No. ____, dated _____
Addendum No. ____, dated _____

FOR OFFEROR_____ (signature)

FOR OFFEROR_____ (printed name)

BUSINESS/FIRM NAME_____

ADDRESS_____

ADDRESS_____

THIS FORM MUST BE SUBMITED WITH THE PROPOSAL

ATTACHMENT D – TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 2.2-4342 (F) of the Code of Virginia, as amended, states that the Offeror must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

( ) No, the proposal submitted does not contain any trade secrets and/or proprietary information.

( ) Yes, the proposal submitted does contain trade secrets and/or proprietary information.

If Yes is selected above, please clearly identify below the exact data and/or other materials to be protected and list all applicable pages of the proposal document containing such data and/or materials:

_____
_____
_____
_____
_____

The proprietary or trade secret material submitted must be **CLEARLY IDENTIFIED** by some distinct method such as highlighting or underlining within the body of the proposal document and must indicate only the specific words, figures, or paragraphs that constitute trade secrets 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 and return of the proposal. See Section H. 1. (a) of the RFP document.

State the reason(s) why protection is necessary:

_____
_____
_____
_____
_____

If the data and/or materials to be protected are not identified above and within the body of the proposal document and the reason(s) for the protection are not provided, the Offeror will not have invoked the protection of Section 2.2-4342 (F) of the Code of Virginia, as amended. Accordingly, effective upon award of the agreement, the proposal will be open and available for public inspection consistent with all applicable law.

THIS FORM MUST BE SUBMITED WITH THE PROPOSAL