



Town of Lovettsville, Virginia

REQUEST FOR PROPOSAL

EVENT MANAGEMENT SERVICES FOR LOVETTSVILLE OKTOBERFEST

ACCEPTANCE DATE: **November 1, 2024**, prior to 4:00 p.m. "Eastern Atomic Time"

RFP NUMBER: RFP 2024-0002

ACCEPTANCE PLACE: The Town of Lovettsville Government Office
6 East Pennsylvania Avenue
Lovettsville, Virginia 20180

The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the Town of Lovettsville Government Office at 6 East Pennsylvania Avenue, Lovettsville, Virginia 20180 and date stamped by a staff member between the hours of 8:30 a.m. and 4:30 p.m.

ALL HAND DELIVERED PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 p.m. on the Acceptance Date.

Please contact the Town Manager with any questions regarding this process. Offerors are strongly encouraged to check the Town's website routinely for updates.

Requests for information related to this Proposal should be directed to:

Jason Cournoyer, Town Manager
(540) 755-3005 or (540) 755-3000
townmanager@lovettsvilleva.gov

This document can be downloaded from our web site: [Bids/ Proposals | Town of Lovettsville, VA \(lovettsvilleva.gov\)](#).

Issue Date: September 30, 2024

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE TOWN MANAGER AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

**EVENT MANAGEMENT SERVICES
FOR LOVETTSVILLE OKTOBERFEST**

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ATTACHMENTS:

EXHIBIT 1	Oktoberfest 2023 Event Map
EXHIBIT 2	Oktoberfest Planning Guidance Document
EXHIBIT 3	Request for Proposal Checklist
ATTACHMENT A	Proof of Authority to Transact Business in Virginia Form Current
ATTACHMENT B	Certification Regarding Debarment Form Primary Covered Transactions
ATTACHMENT C	Certification Regarding Debarment Form Lower Tier Covered Transactions
ATTACHMENT D	Certification Regarding Ethics in Public Contracting

Prepared By: Jason Courmoyer, Town Manager

Date: September 30, 2024

EVENT MANAGEMENT SERVICES FOR LOVETTSVILLE OKTOBERFEST

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the Town of Lovettsville, Virginia (Town) to obtain the services of an experienced and qualified event management services provider (the “Event Manager”) to perform, plan, and execute the requirements described in this RFP related to and for the Town’s annual Lovettsville Oktoberfest held the last full weekend (Friday, Saturday, Sunday) of September.

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. Any proposal submitted in response to this RFP shall be subject to the review and approval of the Town Council.

This RFP and the resulting agreement(s) shall be consistent with the Virginia Public Procurement Act (VPPA).

2.0 COMPETITION INTENDED

It is the Town's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Town Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town Manager not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

Lovettsville Oktoberfest (or, the “Event”) is held the last full weekend (Friday, Saturday, Sunday) of September each year. A revival of the old German village Fest tradition, the Event grew out of planning for the National Bicentennial celebration starting in July 1974. The Event has expanded every year since 1994 and has become one of the most authentic and family-oriented Oktoberfest events in the region. The Event offers entertainment and activities for all ages, combining a little bit of Germany with a lot of country Virginia. The “German Settlement” is known for their award-winning Oktoberfest and, in 2018, Lovettsville Oktoberfest was named as one of the 28 best Oktoberfests in the world. After a two-year hiatus due to the pandemic, Lovettsville Oktoberfest returned to their beloved festival in 2022 and reclaimed the title as the 2023 Best of Loudoun Winner for Best Event/Festival. In 2023, the festival held strong during a Tropical Cyclone and was still named as a Finalist (Top 5) in the 2024 Best of Loudoun Contest for Best Event/Festival. From 1,000 visitors when it began, the Town now expects over 13,000 visitors during its Oktoberfest each year.

More information can be found at <https://www.lovettsvilleoktoberfest.com/> or on [the Event's Facebook page](#).

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and/or capability to provide the materials and services as described herein internally or through collaboration with subcontractors. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsive and/or non-responsible and rejected.

4.1 Offerors must provide a minimum of five (5) references from similar projects and/or contracts within the past five (5) years, with at least two references within the last 18 months, that can attest to their experience relevant to the scope of services anticipated in this RFP. Offerors shall provide the contact name and phone number for each reference in addition to a short description of the services provided.

5.0 SCOPE OF SERVICES/TASKS TO BE PERFORMED

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide or procure the professional expertise, services, and support in each of the categories below.

5.1 THE EVENT

The Event is held annually on the last full weekend (Friday, Saturday, Sunday) of September. The dates for the Event in 2025 are September 26 through 28. The hours of operation for the Event will be:

Friday: 6:00 p.m. to 11:00 p.m.

Saturday: 10:00 a.m. to 11:00 p.m.

Sunday: 11:00 a.m. to 5:45 p.m.

Event staff will need to be present prior to and after the defined Event hours for set-up, clean-up, etc.

The Event shall take place on property owned by the Town (hereinafter, the "Property"), a map of which is included as Exhibit 1.

Any of the activities or attractions scheduled to take place on the Property at the dates and times of the Event shall be considered part of the Event.

5.2 SCOPE OF SERVICES AND RESPONSIBILITIES

The Event Manager will have responsibility for the overall planning and execution of the Event at its sole cost and expense, however, in the spirit of maintaining the traditions of prior events, the Lovettsville Oktoberfest Planning Guidance Document, which is attached as Exhibit 2, should be consulted for additional details about specific characteristics of activities and how each activity has been historically executed. Further, there will be certain activities or aspects of the Event that the Town will manage. The Town will work exclusively with the Event Manager for purposes of providing the services contemplated by this RFP associated with the Town managed activities and aspects coinciding with the Event.

The Event Manager may seek and obtain sponsors. To the maximum extent possible, the Event Manager should collaborate and include Lovettsville area businesses in the sponsorship pool so as to comport with the brand of Oktoberfest. The Event Manager shall be responsible for their own partnerships and/or sponsorships. All sponsorships solicited by the Town for portions of the Event that the Town is responsible for shall remain with the Town.

For purposes of carrying out the services required of the Event Manager, the Town shall permit the Event Manager and the Event Manager's employees, contractors, volunteers, and agents access to the Property for purposes of Event set-up, execution, and clean-up based on a pre-approved access plan between the Event Manager and the Town. The Event Manager shall not have any right to access any other property owned by the Town unless approved by the Town Manager or their designated representative in writing.

The Town's minimum expectations are as follows:

- A. **Licensing and Permits.** The Event Manager shall be responsible for obtaining all necessary licenses and permits relating to and required for the Event. The Event Manager shall at all times during the Event comply and cause its employees, contractors, agents, and vendors to comply with all applicable federal, state, and local laws, ordinances, rules and regulations relating to the sale of food and alcohol, including food safety, checking identification for minimum age for sale of alcohol, and refusing to sell alcohol to an intoxicated person. The Town shall work in good-faith with the Event Manager, including by promptly responding to licensing and permitting requests made by the Event Manager and diligently issuing licenses and permits required to conduct the Events.
- B. **Beer and Wine Sales.** The Event Manager agrees to secure all necessary permits and licenses as required by the Virginia Alcoholic Beverage Control Authority to serve alcohol at the Event. The Event Manager warrants to the Town it will comply with the requirements of said permits and licenses to include the following disclaimer in appropriate marketing materials: "No outside alcohol is permitted on Town of Lovettsville property per ABC regulations," appropriate

boundary lines, and “No alcohol past here,” notification requirements. The Event Manager shall also be responsible for providing all ice needed at the Event.

- i. **Ceremonial Kegs for Friday Night, Saturday morning, and Sunday morning Keg Tapping Ceremonies.** The Event Manager shall provide a Ceremonial Keg for the daily Keg Tapping Ceremonies to share with those in attendance. As per tradition, after the Keg is tapped, guests are invited to fill their cups/steins from the Keg until it is empty at no charge. The Event Manager will be responsible for ordering the kegs, having them delivered, and keeping them cold, providing a table and keg holder, and coordinating with the Fassmarsch Director to include Saturday’s keg in the parade Saturday morning prior to the opening ceremony. The Town of Lovettsville will provide the ceremonial mallet to be used by the Mayor at each opening ceremony.
 - ii. **Tickets.** There is no admission fee for the Event, however, the Event Manager or their vendor(s) may charge for alcoholic beverages. The Event Manager is responsible for selling, managing, and collecting the tickets that can be used for purchasing alcohol at the Event, including the management of any pre-event or online sales portal. Historically, the price per ticket for beverages has not exceeded \$10. Offerors capable of offering event tickets for adult beverages at the same or substantially similar price will be evaluated favorably.
- C. **Food Vendors.** The Event Manager is responsible for obtaining an appropriate number of food vendors for the Event and for any compensation, if any, owed thereto and payment of any sales and Town meals taxes related thereto. The Event Manager is responsible for ensuring that all food vendors have appropriate health permits, and will be responsible for all aspects of location, set-up, execution, and clean-up of food vendors to include appropriate trash collection.
- D. **Taxation.** For any activity or area of responsibility that involves sale of goods and services shall inure to the benefit of the seller. Any vendor engaged in taxable sales or services shall be informed, in writing, of their obligation to remit said taxes and comply with all relevant laws.
- E. **Musicians and Music Licensing.** The Event Manager shall obtain musicians to perform at the Event, which the Event Manager may choose in consultation with the Town, and in alignment with the Lovettsville Oktoberfest Guidance Planning Document (Exhibit 2). The Event Manager shall be solely responsible for obtaining any and all music performance licenses and fees and is responsible for all contractual requirements and accommodations of said musicians.

Entertainment must be family-friendly, with clean, upbeat versions of classic hits, covering a broad range of songs from different decades ensuring there's something for everyone, regardless of their age.

- F. **Stage Production/Sound and Lighting.** The Event Manager may contract with any third party for necessary stage production services for the purposes of producing the sound and lights necessary for the Event. The Town's Walker Pavilion has three 50-amp outlets, and 8 110-volt outlets for use of the Event Manager or third party's use. The Event Manager will be responsible for any required overnight security on the Property for the duration of the Event including security of the Walker Pavilion stage sound and lighting equipment if applicable.
- G. **Kinderfest.** The Event Manager will be responsible for the set-up, coordination and clean-up of a family friendly kid zone, known as "Kinderfest," for children to enjoy during the Event to include a variety of activities, games, and interactive entertainment for the enjoyment of children of all ages. The Event Manager shall provide adequate Kinderfest staffing to ensure the safety and enjoyment of all. Offerors should include the programming and execution of the Kinderfest as part of their proposal. The Town reserves the right to assist and/or identify an alternate partner for the execution and the programming of Kinderfest prior to the execution of the resulting agreement, however, the Event Manager, at a minimum, will be responsible for the logistical aspects inclusive of the services provided for the Property as a whole.
- H. **Specialty Events.** The Event Manager shall partner with local Lovettsville organizations to synchronize timing within the Event schedule and conduct inclusive Marketing for Specialty Events held as a traditional aspect of the main festival. Specialty Events may include the Lovettsville Lions Club Friday Night Dinner/Royalty Competition, Volksmarsch 5K & 10K walk/run/hike at Lovettsville Community Park, and the Pancake Breakfast at Lovettsville Elementary.
- I. **Oktoberfest Contests.** The Event Manager will be responsible for the set-up, management and clean-up of the contest arena on Town Square that includes the Weiner Dog Stadium, a track, score board, A/V equipment, bleachers, gates, bunting, and flags. The Town will provide for the use of the existing hardscapes and decorations associated with the Weiner Dog Stadium; however, gates, bunting and A/V equipment will be provided by the Event Manager.
- J. **Marketing.** The Parties shall work in good faith to develop a mutually agreeable marketing plan related to the Events, which will be agreed upon in writing by the Parties and identified as the "Oktoberfest Marketing Plan" (the "Marketing Plan"). Upon finalization of the Marketing Plan, the Event Manager shall execute and implement the Marketing Plan. The Marketing Plan shall include

that the Event Manager shall commit a minimum of Ten Thousand Dollars (\$10,000.00) for marketing and promotional activities (“The Event Manager’s Marketing Contribution”). Under no circumstances shall The Event Manager be required to contribute money in excess of The Event Manager’s Marketing Contribution. The Town may, in its sole discretion, contribute monies to the Marketing Plan. The Event Manager shall not be required to render services in excess of the budget available under the Marketing Plan, and The Event Manager shall provide the Town with evidence (such as invoices and receipts) of the costs and expenses incurred in executing the Marketing Plan. All modifications to the Marketing Plan shall be agreed upon by the Parties in writing, and neither party shall be required to consent to any proposed revision to the Marketing Plan. Both the Town and the Event Manager will coordinate together for all social media marketing and website content. All website/social media content must be approved and posted by the Town on the event website, Town website and Town administered social media outlets.

- K. **Venue Preparation and Clean Up.** Except as otherwise provided under this Agreement, the Event Manager is responsible for preparing and cleaning up the Property before and after the Event. Preparation and clean up includes all aspects of the Event as specified in the Oktoberfest Planning Guidance Document (Exhibit 2). For purposes of carrying out the services required of the Event Manager, the Town shall permit the Event Manager and the Event Manager’s employees, contractors, volunteers, and agents access to the Property for purposes of Event set-up, execution, and clean-up based on a pre-approved access plan between the Event Manager and the Town Manager or designated representative. The Event Manager shall not have any right to access any other property owned by the Town unless approved by the Town Manager or their designated representative in writing.
- i. **Shelter.** The Event Manager shall obtain, manage, and oversee all required tents/structures for the Event and establish a large main tent as the main Biergarten. Event Manager shall provide various additional facilities for shade and shelter for the duration of the event throughout the Event property.
 - ii. **Toilets.** The Event Manager shall obtain an appropriate number of portable toilets for the Event at a standard of one per 100 patrons expected, with compliance to ADA requirements. Toilets should be located appropriately near all aspects of the Event.
 - iii. **Dumpsters.** The Event Manager shall obtain the appropriate number of large dumpsters for the Event and cause the dumpster to be emptied when required in a timely manner. The Event Manager shall ensure that the dumpster is removed at the end of the Event. Said dumpsters will be placed in a discrete location identified in consultation with the Town outside of the overlay district that is accessible to the Event Manager. The Town hereby

authorizes and approves the Event Manager to access any of the Event Manager obtained dumpsters for purposes of performing the Event Manager's duties under this Agreement, including any dumpsters the Event Manager obtained that are located outside of the Event Property boundaries.

- iv. **Close-out.** Within seventy-two (72) hours after the conclusion of the Event, the Event Manager shall return the Property to its "as found" condition (excepting normal wear and tear associated with the Event), including removal of all equipment used by the Event Manager, and any of its agents, employees, contractors, performers, and invitees in relation to the Event and removal of any waste and rubbish from the Property. All town equipment/decor must be returned to the stored locations at the Town's Quarter Branch Barn or other facilities.
- L. **Public Safety.** At the direction of the Town of Lovettsville, the Event Manager shall coordinate with Loudoun County Sheriff's Office, Loudoun County Fire and Rescue, and VDOT to ensure that all appropriate measures are in place to ensure the safety of all.
- i. **Traffic and Crowd Control.** The Event Manager shall obtain appropriate crowd control, road closures, and people barricades for the Event in consultation with the Town and the necessary public safety agencies and as required by the Virginia Alcoholic Beverage Control Authority.
 - ii. **Security.** The Event Manager shall obtain appropriate security personnel for the Event as deemed necessary in consultation with the Town and public safety agencies. Privately contracted, third party security services can be utilized to supplemental or partially supplant Loudoun County Sheriff's Office Deputies but cannot supplant the use of Loudoun County Sheriff's Office personnel, specifically for traffic control. The Event Manager is to provide overnight security of the Property until all the Property is returned to its "as found" condition and all event equipment or facilities are removed.
- M. **Staffing.** The Event Manager shall obtain adequate staffing and personnel to carry out the Event Manager's responsibilities.
- N. **Parking.** The Event Manager must secure off-site parking adequate for the Event and in compliance with Americans with Disability Act requirements that includes shuttling services to the Property. The Event Manager will be required to obtain parking facilities that are within a reasonable distance to the Event. The Event Manager and the Town will work together to communicate information to all residents surrounding the area of the Event that may be impacted by parking, parking restrictions, road closures, etc.

- O. **Shuttle Bus Services.** The Event Manager will provide safe and reliable transportation of attendees from the parking lot to the festival and back in compliance with Americans with Disability Act requirements
- P. **Inclusion of Town Businesses.** The Offeror shall provide details in their proposal of the intended process to solicit and incorporate all Town businesses that provide services and goods appropriate for and relevant to the nature of the Event.

6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

The Instructions for Submitting Proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include representatives from Town staff chosen by the Town Manager and will include some of, if not all of, the members of the Town Council or their designee.

6.2 Schedule

The following schedule is **tentative**. The number of proposals received will determine actual schedule.

September 30, 2024	RFP Issued
October 16, 2024	Questions due
October 21, 2024	Issue Addendum addressing questions received
November 1, 2024	Responses to RFP due
November 15, 2024	Short list notification (if necessary)
November 18-26, 2024	Short list vendor interviews (if necessary)

6.3 Proposal Content

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.

Proposals should be organized in the order in which the requirements are presented in the RFP and should be contained in a single volume. All documentation submitted with the proposal should be contained in that single volume.

The PAG will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. Offerors are to make written proposals that present the offerors qualifications and understanding of the

work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and/or non-responsible and rejected.

The following information is to be submitted as part of the proposal. No other material may be attached. Tabs shall be used to separate sections of the proposal response. All pages of the proposal shall be numbered, and a table of contents shall be included. Requirements 3 and 4 are limited to **no more than ten (10) pages total** (not each)(front side only), not including a cover letter, table of contents, tab separators, or any forms required by Town of Lovettsville. A cover letter, if included, shall be no more than one (1) page.

- 1) Signature Page (Pages 34 and 35 of this RFP).
- 2) Business Identification. State name of individual or business, including sub-contractors, address of home and branch offices, nature of the organization (individual partnership, or corporation; private or public; profit or non- profit) and the number of employees. Identify the state in which the firm is incorporated or chiefly located. Include name, title, and telephone number of person(s) in your organization authorized to negotiate the proposed contract and bind your firm.
- 3) Project Approach. Provide your understanding of relevant deadlines, timelines, potential partners, and your proposed timeline for execution of the duties expected in Section 5.2. Include the proposed event ticket pricing as described in Section 5.2 (B)ii and any cost considerations relevant to your proposal and project approach to ensure affordability as a community event.
- 4) Past Experience. Identify key personnel proposed for managing the Event with a summary of their qualifications and provide a minimum of two (2) project and/or contract references describing your experience within the past five (5) years relevant to the scope of services anticipated in this RFP. Provide the client contact name, and phone number for each reference.
- 5) Appendices (not included in the page limit). All attachments to the RFP requiring execution by the firm are to be completed and returned with the proposal. The following forms must be included:
 - a. Attachments to this RFP.
 - b. Current Certificate of Insurance showing coverage required in Section 8.8.

- 6) Credentials of the Project Team. Credentials of the top, key members of the event management team. Clearly identify the people in top, key management roles who will be involved, what they will do, and their specific experience in that role. Be explicit about the division of responsibility among the team.
- 7) Quality Control/Quality Assurance (QA/QC). The offeror shall provide a communications plan that will provide the Town assurances of progress concerning the offeror's performance. This may be a regularly scheduled check in via telephone, written report, or any other form of status updates that the offeror deems reasonable.
- 8) Town Compensation. In consideration of the capital and recurring costs associated with the maintenance and upkeep of the Property, the Town seeks a contribution from the Offeror. Offerors should include in their submission the anticipated compensation due to the Town and how that will be calculated.

Failure to provide the foregoing items with your proposal may be cause for rejection of the proposal as non-responsive and/or non-responsible.

6.4 Evaluation Process.

The PAG will review and evaluate each proposal, and selection will be made for on the basis of the criteria listed below and as more particularly described in Section 6.3 above.

- A. Project Approach and Town Compensation **(30 points)**
- B. Past Experience **(30 points)**
- C. Credentials of Project Team **(20 points)**
- D. Appendices **(10 points)**
- D. Overall Quality and Completeness of Proposal **(10 points)**

Once the PAG has evaluated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the PAG may conduct interviews if necessary and have discussions with only the short-listed Offerors.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Preparation and Submission of Proposals.

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Include other information, as requested, or required.
- C. All proposals must be submitted to the Town of Lovettsville in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- F. Proposals must be received by the Town Manager prior to 4:00 p.m., local Atomic time on the date identified on the cover of the RFP. An atomic clock can be verified by visiting (<https://www.time.gov>). Requests for extensions of this time and date will not be granted, unless deemed to be in the Town's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Town Manager by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the Town after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via one of the following options:

US Mail to:

Town of Lovettsville
c/o Jason Cournoyer
6 E Pennsylvania Avenue
PO Box 209
Lovettsville, Virginia 20180

OR

Hand delivered to:

Town of Lovettsville
c/o Jason Cournoyer
6 E Pennsylvania Avenue
Lovettsville, Virginia 20180

OR

Private carrier (UPS/FedEx) to:
Town of Lovettsville
6 E Pennsylvania Avenue
PO Box 209
Lovettsville, Virginia 20180
ATTN: Jason Cournoyer

Faxed and e-mailed proposals will not be accepted as substitutes to the required proposal delivered in person in a sealed container. (Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow *at least* an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time).

The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the Town Government Office at 6 East Pennsylvania Avenue, Lovettsville, Virginia 20180, and ONLY in the main office between the hours of 8:30 a.m. and 4:30 p.m., where it will be date stamped by a Town staff member.

NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that requirement is removed from the package to avoid delays or rejection of the package.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

- H. Each offeror shall submit **one (1) hard copy original** (electronic signatures are acceptable) and **(1) electronic copy** in a single, searchable PDF file on a USB flash drive, of their proposal to the Town Manager as indicated on the cover sheet of this RFP.

7.2 Questions and Inquiries,

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing via e-mail. The Town Manager is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Town staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with a published Addendum provided for all offerors, however, that all questions are received **by 4:30 p.m., October 16, 2024.** It is the responsibility of all offerors to ensure that they

have received all Addenda and to include signed copies with their proposal. Addenda can be downloaded from [Bids/ Proposals | Town of Lovettsville, VA \(lovettsvilleva.gov\)](https://lovettsvilleva.gov/Bids/Proposals).

7.3 Addendum and Supplement to Request.

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. It is the responsibility of the offeror to ensure that he has received all Addenda prior to submitting a proposal. Addenda can be downloaded from [Bids/ Proposals | Town of Lovettsville, VA \(lovettsvilleva.gov\)](https://lovettsvilleva.gov/Bids/Proposals)

7.4 Proprietary Information.

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "material" nature.

7.5 Authority to Bind Firm in Contract.

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the Town requires that a corporate document authorizing him/her to sign be submitted with proposal.

7.6 Withdrawal of Proposals.

- A. All proposals submitted shall be valid for a minimum period of hundred and eighty (180) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence or errors on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.7 Town Furnished Support/Items.

The level of support required from Town personnel for the completion of each task shall be estimated by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The Town may furnish these facilities if the Town considers them reasonable, necessary, and available for the offeror to complete its task.

7.8 Subcontractors.

Offerors shall include a list of all anticipated subcontractors with their proposal along with their anticipated scope of use. The Town reserves the right to reject an Offeror's subcontractor for good cause, which includes, but is not limited to, conflicts of interest, sanctions, or prohibited party screenings. The Offeror shall have the opportunity to select a replacement subcontractor however, the Town's exercise of its rights under this clause shall not entitle an Offeror to compensation from the Town.

7.9 Quantities. [Intentionally Deleted]

7.10 Late Proposals.

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date, and offeror's return address are shown on the container.

7.11 Rights of Town.

The Town reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the Town. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.12 Prohibition as Subcontractors.

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or

otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.13 Deviations from Scope of Services.

If there is any deviation from that prescribed in the Scope of Services as provided herein, that deviation shall be clearly identified on the offeror's proposal. The Town reserves the right to determine the responsiveness of any deviation. Offerors shall expressly state any assumptions or objections to materials provided by the Town in their formulation of an offer.

7.14 Notice of Award.

A. Selection shall be made to an offeror 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 Proposal. Negotiations shall be conducted with the offeror so selected. After negotiations have been conducted with the offeror so selected, the agency shall award the contract to that offeror. Town of Lovettsville 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- 4359(D)). Should the Town determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one (1) 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.

B. A Notice of Award will be posted on the Town's web site.

[Bids/ Proposals | Town of Lovettsville, VA \(lovettsvilleva.gov\)](https://www.lovettsvilleva.gov/Bids/Proposals)

7.15 Protest.

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Town Manager.

7.16 Miscellaneous Requirements.

A. The Town will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Town Manager will schedule the time and location for this presentation.

- C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the Town.
- D. The Town reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town. Offerors whose proposals are not accepted will be notified in writing.

7.17 Debarment.

By submitting a proposal, the offeror is certifying that he is not currently debarred by the Town, or in the case of a procurement involving federal funds, by the Federal Government. A copy of the Town's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

7.18 Proof of Authority to Transact Business in Virginia.

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information 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 Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.19 W-9 Form Required.

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract 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>.

7.20 Insurance Coverage.

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the Town.

7.21 Legal Action.

No bidder or potential bidder shall institute any legal action until all statutory requirements have been met.

7.22 Certification by Event Manager as to Felony Convictions.

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Event Manager certifies that neither the contracting official nor any of the Event Manager's employees, agents or subEvent Managers who will work under this Agreement have been convicted of a felony.

8.0 TERMS AND CONDITIONS

While the Town may accept additional or different language, if so provided during negotiations, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable. Any objections or proposed amendments to these Terms and Conditions should be noted in the Offeror's proposal.

8.1 Procedures.

The extent and character of the services to be performed by the Event Manager shall be subject to the general control and approval of the Town Manager and their authorized representative(s). The Event Manager shall not comply with requests and/or orders issued by anyone other than the Town Manager or his authorized representative(s) acting within their authority for the Town. Any change to the Contract must be approved in writing by the Town Manager and the Event Manager.

8.2 Quantities.

The quantities specified in this Agreement, if any, are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the term of this Agreement.

Quantities shown shall not be construed to represent any amount which the Town shall be obligated to purchase under the Agreement, or relieve the Event Manager of its obligation to fill all orders placed by the Town.

8.3 Term.

This Agreement shall commence as of its effective date and shall terminate upon the Event Manager's completion of all of the responsibilities as required by this Agreement. The Town may elect to renew the Agreement for up to four (4) additional Events, upon these same terms and conditions unless otherwise agreed to in writing by the Parties. Within 14 days of the Town's issuing its notice of intent to renew the Agreement for an additional year, the Event Manager shall execute the renewal of the Agreement. Otherwise, the Town shall be permitted to issue a new solicitation for Event Management Services.

8.4 Delay and Delivery Failures.

Time is of the essence. The Event Manager must keep the Town advised at all times of status of parties' agreement. If delay is foreseen in any aspect of executing the Event, the Event Manager shall give immediate written notice

to the Town Manager. Should the Event Manager fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Town Manager, or should the Event Manager fail to make a timely replacement of rejected items/services when so required, the Town may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Event Manager shall reimburse the Town for all costs incurred in doing so when purchases are made in the open market; or, in the event that there is a balance the Town owes to the Event Manager from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Event Manager's nonperformance shall be deducted from the balance as payment.

8.5 Town Reserved Rights.

The Town reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The Town also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Contractors based on its sole discretion.

8.6 Business, Professional, and Occupational License Requirement.

All firms or individuals located or doing business in Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Questions concerning the BPOL Tax should be directed to the Town of Lovettsville.

8.7 Payment of Taxes.

All Event Managers located or owning property in the Town of Lovettsville shall assure that all real and personal property taxes are paid.

Town of Lovettsville staff will verify payment of all real and personal property taxes by the Event Manager prior to the award of any Contract or Contract renewal.

8.8 Insurance.

A. The Event Manager shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Event Manager assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Event Manager and all subcontractors shall, during the continuance of the work under the Contract, provide the following:

1. Workers' Compensation and Employer's Liability to protect the Event Manager from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 2. Comprehensive General Liability insurance to protect the Event Manager, and the interest of the Town, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Event Manager.
 4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Event Manager resulting from any action or operation under the Contract or in connection with the contracted work.
- C. The Event Manager agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

- 3. Automobile Liability:
 - Combined Single Limit: \$1,000,000
- 4. Professional Liability
 - Per Claim: \$1,000,000
 - General Aggregate: \$1,000,000

D. The following provisions shall be agreed to by the Event Manager:

- 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Town. The Event Manager shall furnish a new certificate prior to any change or cancellation date. The failure of the Event Manager to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Event Manager has been issued on a "claims made" basis, the Event Manager must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Event Manager must either:

 - a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Event Manager 's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 3. The Event Manager must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The Town reserves the right to request additional information to determine if the Event Manager has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Event Manager will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
 - a. The Event Manager agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Event Manager's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
 - a. The Event Manager will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Event Manager will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the Town. These certified copies will be sent to the Town from the Event Manager's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The Town, its officers and employees shall be Endorsed to the Event Manager's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the Town may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the Town along with a copy of the Endorsement.
7. Compliance by the Event Manager with the foregoing requirements as to carrying insurance shall not relieve the Event Manager of their liabilities provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Town from supervising and/or inspecting the project as to the end result. The Event Manager shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.

- G. The Event Manager is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 8.8.B.4 is to be adjusted with the Town and made payable to the Town as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Event Manager'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.
- J. The Event Manager agrees to waive all rights of subrogation against the Town, its officers, employees, and agents.

8.9 Hold Harmless.

The Event Manager shall indemnify and hold harmless the Town, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third-party claims) incidental to or brought as a consequence of any act, error, omission, or breach of the applicable professional standard of care by the Event Manager and/or its subcontractors. The Event Manager agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The Town is prohibited from indemnifying Event Manager and/or any other third-parties.

8.10 Safety.

All Event Managers and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Event Managers and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.11 Notice of Required Disability Legislation Compliance. *

The Town is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the Town may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects

qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

8.12 Ethics in Public Contracting. *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Town, where applicable. A copy of these provisions may be obtained from the Town treasurer upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

8.13 Employment Discrimination by Contractors Prohibited. *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Event Manager agrees as follows:
1. The Event Manager will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Event Manager. The Event Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Event Manager, in all solicitations or advertisements for employees placed by or on behalf of the Event Manager, shall state that such Event Manager is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Event Manager will include the provisions of the foregoing paragraphs, 1, 2, and 3, in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.14 Drug-free Workplace. *

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Event Manager agrees to (i) provide a drug-free workplace for the Event Manager'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 Event Manager'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 behalf of the Event Manager that the Event Manager maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to an Event Manager in accordance with Chapter 43 of Title 2.2 of the Code of Virginia, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

8.15 Faith-Based Organizations. *

The Town does not discriminate against faith-based organizations.

8.16 Immigration Reform and Control Act of 1986. *

By entering this Contract, the Event Manager certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.17 Exemption from Taxes. *

Pursuant to Va. Code § 58.1-609.1, the Town is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Event Manager shall not charge the Town for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract.

However, this exemption does not apply to the Event Manager, and the Event Manager shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by an Event Manager for incorporation in or use on a construction project. Nothing in this section shall prohibit the Event Manager from including its own sales tax expense in connection with the Contract in its Contract price.

8.18 Ordering, Invoicing and Payment.

If applicable, the Event Manager shall submit invoices, in duplicate, on a monthly basis, such statement to include a detailed breakdown of all charges for that monthly period. Invoices shall be based upon completion of tasks and deliverables.

All invoices shall be forwarded to the following address:

Town of Lovettsville
Attn: Accounts Payable
6 E Pennsylvania Avenue
PO Box 209
Lovettsville, VA 20180

Or via email: accountspayable@lovettsvilleva.gov

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the Town will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Event Manager shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Event Managers shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.19 Payments to Subcontractors. *

If applicable, within seven (7) days after receipt of amounts paid by the Town for work performed by a subcontractor under this Contract, the Event Manager shall either:

- 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 this Contract; or
- B. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Event Manager shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Event Manager 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 as set forth above with respect to each lower-tier subcontractor.

The Event Manager's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the Town.

8.20 Substitutions and Change Orders.

Substitutions. No substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Town Manager. Where specific employees are proposed by the Event Manager for the work, those employees shall perform the work as long as that employee works for the Event Manager, either as an employee or subcontractor, unless the Town agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the Town in its reasonable discretion.

Change Orders. The Town Manager, with the concurrence of the Town of Lovettsville's signatory to this Contract if someone other than the Town Manager, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

8.21 Assignment. *

The Agreement may not be assigned in whole or in part without the prior written consent of the Town Manager or his designee. The rights and obligations of the Event Manager are personal and may be performed only by the Event Manager. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

8.22 Termination.

Subject to the provisions below, the Contract may be terminated by the Town upon thirty (30) days advance written notice to the other party; but if any work

or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the Town until said work or services are completed and accepted.

A. Termination for Convenience

The Town may terminate this Contract for convenience at any time in which the case, the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Event Manager shall not be entitled to termination costs and the Event Manager shall be liable to the Town for the amounts described below.

Should the Event Manager fail to perform its obligations under this Agreement or terminate this Agreement, for any reason, the Event Manager shall be liable to the Town for an amount of \$100,000.00 in liquidated damages; which the Parties agree represents the value of the Event to the Town's community, is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

8.23 Contractual Disputes. *

The Event Manager shall give written notice to the Town Manager of his intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Event Manager shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Town Manager by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Town Manager shall reduce his/her decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Event Manager within thirty (30) days of the Town's receipt of the claim.

The Town Manager's decision shall be final unless the Event Manager appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

No Event Manager shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

8.24 Prime Contractor Responsibilities.

The Event Manager(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subcontractors that they may utilize. Subcontractors who perform work under the Contract shall be responsible to the prime Event Manager. The Event Manager agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them.

The Town reserves the right to preclude the use of a particular subcontractor for good cause, which includes, but is not limited to, conflicts of interest, sanctions, or prohibited party screenings. The Event Manager shall have the opportunity to select a replacement subcontractor however, the Town's exercise of its rights under this clause shall not entitle an Offeror to compensation from the Town.

8.25 Ownership of Documents.

Any reports, specifications, blueprints, negatives or other documents prepared by the Event Manager in the performance of its obligations under the Contract shall be the exclusive property of the Town, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Event Manager shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Event Manager's obligations under the Contract without the prior written consent of the Town. Documents and materials developed by the Event Manager under the Contract shall be the property of the Town; however, the Event Manager may retain file copies, which cannot be used without prior written consent of the Owner of said documents. The Town agrees that the Event Manager shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Event Manager is not the firm of record.

8.26 Submissions.

All project correspondence, design/review documents, reports, etc. prepared by the Event Manager shall be distributed to the Town Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of the conclusion of the Event, the Event Manager shall prepare and submit a Project Completion Report with project closeout documents to the Town Manager.

8.27 Responsibility for Claims and Liabilities.

The Town's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the Town of any rights or of any cause of action arising out the Contract. The Event Manager shall be and remains liable to the Town for the accuracy and competency of plans, specifications, or other documents or work and Event Manager is

responsible for to the Town for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.28 Severability. *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.29 Governing Law/Forum. *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or if jurisdiction exists, in the U. S. District Court for the Eastern District of Virginia in Alexandria. Event Manager expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court. Event Manager expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

8.30 Notices.

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO EVENT MANAGER:

TBD

TO LOVETTSVILLE:

Town of Lovettsville, Virginia
Attn: Jason Cournoyer
PO Box 209
6 E Pennsylvania Avenue
Lovettsville, VA 20180

Notices shall be deemed received (i) if hand delivered, when received, (ii) if given by facsimile, when transmitted to the facsimile number specified above during normal business hours and confirmation of complete receipt is received during normal business hours (provided a copy of the same is sent by overnight delivery service on the same day), (iii) if given by overnight delivery service, the first business day after being sent prepaid by such overnight delivery service, or (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) days after posting with the United States Postal Service. Either party may change its address by notifying the other party in a manner described above.

The mailing of notices is preferred. However, if a notice is hand delivered, it will be received in the Town Government at Office 6 East Pennsylvania

Avenue, Lovettsville, Virginia 20180, and ONLY in the main office between the hours of 8:30 a.m. and 4:30 p.m., where it will be date stamped by a Town staff member.

8.31 Licensure.

To the extent required by the Commonwealth of Virginia (see §54.1-1100, *et seq.* of the Code of Virginia) or the Town, the Event Manager shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

8.32 Authority to Transact Business in Virginia. *

An Event Manager 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 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the Town pursuant to the Virginia Public Procurement Act §2.2-4300, *et seq.* 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Town may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

8.33 Counterparts.

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

8.34 No Smoking.

Smoking in all Town buildings is prohibited. The Town may designate a smoking area outside Town facilities. Event Manager shall only use those designated smoking areas. Certain Town facilities, both inside and outside, may be entirely smoke free. Event Manager shall inquire of Town Manager or designee if a facility is entirely smoke free. Failure to adhere to the Town's no smoking policies may lead to removal of Event Manager employees and possible Contract termination.

8.35 Confidentiality.

A. Event Manager Confidentiality

The Event Manager acknowledges and understands that its employees may have access to proprietary, business information, or other confidential

information belonging to the Town. Therefore, except as required by law, the Event Manager agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the Town or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Event Manager understands that the Town, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Town may seek legal remedies available to it should such disclosure occur. Further, the Event Manager understands that violations of this provision may result in termination of the Agreement.

The Event Manager understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Event Manager shall hold all information provided by the Town as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. Town Confidentiality

The Town understands that certain information provided by the Event Manager during the performance of this Agreement may also contain confidential or proprietary information. Event Manager acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 *et seq.* and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

8.36 Force Majeure.

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its sub-Event Managers or its suppliers and which affect an essential portion of the

contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Event Manager has no entitlement and Town has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Event Manager due to an event of force majeure.

8.37 Survival of Terms.

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

8.38 Non-Waiver.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

8.39 Audits.

A. The Event Manager shall maintain books, records and documents of all costs and data in support of the services provided. The Town of Lovettsville or its authorized representative shall have the right to audit the books, records and documents of the Event Manager under the following conditions:

1. If the Contract is terminated for any reason in accordance with the provisions of these Contract documents in order to arrive at equitable termination costs;
2. In the event of a disagreement between the Event Manager and the Town on the amount due the Event Manager under the terms of this Contract;
3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Event

Manager's efficiency or effectiveness under this Contract;
and,

4. If it becomes necessary to determine the Town 's rights and the Event Manager's obligations under the Contract or to ascertain facts relative to any claim against the Event Manager that may result in a charge against the Town.
- B. These provisions for an audit shall give The Town of Lovettsville unlimited access during normal working hours to the Event Manager's books and records under the conditions stated above.
- C. Unless otherwise provided by applicable statute, the Event Manager, from the effective date of final payment or termination hereunder, shall preserve and make available to The Town of Lovettsville for a period of three (3) years thereafter, at all reasonable times at the office of the Event Manager but without direct charge to the Town, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- D. The Town of Lovettsville's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Event Manager shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- E. Should the Event Manager fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure The Town of Lovettsville's rights hereunder, the Event Manager shall be liable to The Town of Lovettsville for all reasonable costs, expenses and attorney's fees which the Town of Lovettsville may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to The Town of Lovettsville from said persons under this clause. Such audit may be conducted by The Town of Lovettsville or its authorized representative.

8.40 Standard of Care and Employee Conduct.

- A. All work under this Agreement shall be performed in accordance with the applicable standard of care. In the event the Event Manager provides services that do not conform to the applicable standard of care and the Contract Documents, the Event Manager will re-perform such services at no additional cost to the Town. The Event Manager will be given an opportunity to correct the deficiencies in work. If the deficiency persists beyond thirty (30) days, the Town may exercise its rights to terminate the Agreement pursuant to Section 8.22 of this RFP; provided, however, that if the Event Manager is diligently pursuing a

correction, the Town may extend the time for the Event Manager to cure the deficiency.

- B. The Event Manager and its employees shall be professional and courteous at all times. The Town reserves the right to require the Event Manager to remove any employee from Town service who the Town deems unfit for service for any reason, not contrary to law. The Town will provide written notice to the Event Manager identifying the employee(s) to be removed and the date by which they must be removed from the project. The Event Manager shall provide an approved replacement within thirty (30) days after such notice. This right is non-negotiable and the Event Manager agrees to this condition by accepting the resulting Agreement. The parties agree to work in good faith to address impacts to the project schedule as a result of the removal of project personnel.

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Town of Lovettsville, Virginia

The Town of Lovettsville Government Office
 6 East Pennsylvania Avenue
 Lovettsville, Virginia 20180

EXHIBIT 1 OKTOBERFEST 2023 EVENT MAP





Town of Lovettsville, Virginia

**The Town of Lovettsville Government Office
6 East Pennsylvania Avenue
Lovettsville, Virginia 20180**

EXHIBIT 2
**OKTOBERFEST PLANNING GUIDE DOCUMENT
(ATTACHED HERETO)**



Town of Lovettsville, Virginia

**The Town of Lovettsville Government Office
6 East Pennsylvania Avenue
Lovettsville, Virginia 20180**

EXHIBIT 3

EVENT MANAGEMENT SERVICES FOR OKTOBERFEST

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined in Request for Proposal **RFP 2024-0002**

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

A. Return the following with your proposal. If Offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (7.19):	_____
2. Certificate of Insurance (7.20):	_____
3. Addenda, if any (Informality) (7.2, 7.3 & 7.11):	_____
4. One (1) Electronic copy of Proposal	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (7.2).

1. Addenda, if any (7.2, 7.3 & 7.11):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Minimum Qualification Documentation:	_____
5. One (1) original (6.3 & 7.1H)	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email: _____

Name and title of person authorized to bind the offeror (7.5):

Name: _____ Title: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and that your Firm is not currently Debarred by a local or state government or the Federal Government.



Town of Lovettsville, Virginia

**The Town of Lovettsville Government Office
6 East Pennsylvania Avenue
Lovettsville, Virginia 20180**

ATTACHMENT A

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information 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 Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the Town of Lovettsville, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title



Town of Lovettsville, Virginia

**The Town of Lovettsville Government Office
6 East Pennsylvania Avenue
Lovettsville, Virginia 20180**

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS
(To be completed by the Event Manager)

Project: _____

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm



Town of Lovettsville, Virginia

**The Town of Lovettsville Government Office
6 East Pennsylvania Avenue
Lovettsville, Virginia 20180**

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Subcontractor)

Project: _____

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm



Town of Lovettsville, Virginia

**The Town of Lovettsville Government Office
6 East Pennsylvania Avenue
Lovettsville, Virginia 20180**

ATTACHMENT D
Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

- 1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.
- 2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient:

Date of Gift:

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL RFP 2024-0002?

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Lovettsville	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other _____

SERVICE RESPONSE CARD

RFP 2024-0002

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent Good Average Fair Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent Good Average Fair Poor

How would you rate the overall response to your request?

Excellent Good Average Fair Poor

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ (evening)



OKTOBERFEST PLANNING GUIDE DOCUMENT

Mission Statement

A showcase of the Town of Lovettsville businesses, residents, heritage and tradition through an annual, self-sustained Erntedank, or "Harvest Thanks", as a time to celebrate, feast, and welcome the company of all who come to enjoy one of Loudoun County's marquee events.

Celebrating 28 Years

The 28th Oktoberfest Festival was held in 2023.

Loudoun Times-Mirror Best of Loudoun

2023 WINNER: Best Community Event/Festival

2024 FINALIST: Best Community Event/Festival

Introduction

This document provides guidance for the areas that should be considered to develop a detailed execution plan for the Oktoberfest festival. It is not meant to be a comprehensive plan but can be used as input when developing the comprehensive plan, with the goal of using prior experience to repeat the successful events, improve the events that had issues, and constantly look at ways of improving the overall festival. There is a wealth of experience from the Oktoberfest Committee (past and present), the Town Staff, the Mayor and the Town Council. Please consider using all available resources when developing the detailed execution plan to ensure the success of the Oktoberfest festival.

(1.) Licensing

Requirement: Obtaining all necessary licenses and permits relating to the Event.

The Event Manager shall be responsible for obtaining all necessary licenses and permits relating to the Event. The Event Manager shall, at all times, during the Event comply and cause its employees, contractors, agents, and vendors to comply with all applicable federal, state, and local laws, ordinances, rules and regulations relating to the sale of food and alcohol, including food safety, checking identification for minimum age for sale of alcohol, and refusing to sell alcohol to an intoxicated person. The Town shall work in good-faith with the Event Manager, including by promptly responding to requests made by the Event Manager and diligently issuing licenses and permits required to conduct the Events.

Aspects/ Logistics:

- Submit ABC License Paperwork with overlay district map
- Ensure final map complies with approved overlay district map
- Understand alcohol service boundaries so they can be clearly marked
- Ensure adequate staff is present to adhere to ABC License terms and conditions to ensure festival alcohol remains consumed within overlay district boundaries
- VDOT Land Use Permits associated with closing of roads to vehicular traffic in association with the ABC overlay district
- Special Event Permit from Loudoun County
- Fire Marshall Inspections
- Health Department inspection coordination

(2.) Beer and Wine Sales

Requirement: Secure all necessary permits and licenses as required by the Virginia Alcoholic Beverage Control Authority to serve alcohol at the Event.

The Event Manager agrees to secure all necessary permits and licenses as required by the Virginia Alcoholic Beverage Control Authority to serve alcohol at the Event. The Event Manager warrants to the Town it will comply with the requirements of said permits and licenses to include the following disclaimer in appropriate marketing materials: “No outside alcohol is permitted on Town of Lovettsville property per ABC regulations,” appropriate boundary lines, and “No alcohol past here,” notification requirements..

Logistics:

- Friday 6:00PM – 10:45PM
- Saturday 11:00AM – 10:45PM
- Sunday 11:00AM – 5:45PM (to be considered)
- Select Options: authentic, imported German lager, dunkel and fest beers (Hofbrau, Spaten, Paulaner, etc.) , local beer, wine, and cider
- Coordinate participation from in town brewery (One Family Brewing)
- All alcohol beverages will need to be ordered/delivered/kept cold; along with an adequate replenishment strategy if you need additional kegs of beer.
- Ensure all kegs are stored in a refrigerated container.
- Order a sufficient number of beer and wine cups
- Work with Marketing to announce what drinks will be available. Coordinate with Marketing to create an UnTapped App account with drink lists
Set up alcohol pouring stations/service lines
- Provide an adequate number of people to work ticket sales/ pouring stations/ ticket collection/ alcohol sales logistics.
- Provide ceremonial kegs used for the traditional keg tapping performance for Friday Night, Saturday Morning in conjunction with the Fassmarch, and Sunday Morning Keg Tapping Ceremonies

(3.) Tickets

Requirement: Sales of Event Tickets for alcoholic beverages.

The Event Manager is responsible for selling, managing, and collecting event tickets.

Logistics:

- Order Event Tickets distinctive to the year (with unique markings to discourage unauthorized duplication and as required by the Virginia Alcoholic Beverage Control Authority)
- Historically, all Event Ticket sales have been Credit Card only (no cash)
- Order Wrist Bands for 21+
- Ensure an adequate number of kiosks for ticket transactions including roaming/mobile ticket sales
- Create a strategy for organizing pre-sales tickets and pickup during festival
- Ensure an adequate number of staff are present to work during all event hours, checking IDs, and selling tickets at the booths and as roaming ticket sellers

(4.) Food Vendors

Requirement: Obtaining an appropriate number of food vendors for the Event and for any compensation, if any, owed thereto and payment of any sales and Town meals taxes related thereto. Authentic German food served from a prominent space on the Town Green is tradition and expected. Contract various and diverse food vendors to serve along Town Center Drive in proximity to the main tents on Town Green.

The Event Manager is responsible for ensuring that all Food Vendors have appropriate health permits, and will be responsible for all aspects of location, set-up, execution, and clean-up of food vendors to include appropriate trash collection.

Logistics:

- Provide adequate size and spaced areas that vary based on food truck/trailer/tent sizes
- Create a Food Vendor Packet/Application to qualify and confirm all applications and compliance with Town and County requirements such as:
 1. Meals Tax collection and remittance
 2. Health Department permit and inspections (The Health Inspector will check each vendor before they can open)
 3. When filling out applications, vendors should provide the exact size of location needed for planning/setup (we have had issues in the past with unexpected larger setups).
- Incorporate announcing vendors that will be in attendance as part of Marketing.
- Vendors provide own tents/tables/chairs/electricity/tent tie-downs and weights

- Designate, mark and assign vendor spots
- Create vendor map

(5.) Musicians and Music Licensing

Requirement: Traditional, authentic German music and dance, along with headlining acts to be enjoyed by all throughout the festival. Headlining acts should be well known in the region with a prominent following. Entertainment must be family-friendly and should include clean, upbeat versions of classic hits, covering a broad range of songs from different decades ensuring there's something for everyone, regardless of their age.

The Event Manager shall obtain musicians to perform at each Event, which the Event Manager may choose in consultation with the Town. The Event Manager shall be solely responsible for obtaining any and all music performance licenses and fees and is responsible for all contractual requirements and accommodations of said musicians. For proposal purposes, please submit bands which meet the requirements of this section for which you have worked with or have the requisite contacts to engage with.

Logistics:

- Friday Night Headliner – 8:00PM – 11:00PM
- Friday Night at 9:30PM - *Bohemian Rhapsody* Sing-A-Long/World Record Attempt
- Saturday Bands staggered Noon – 7:00PM
- Saturday Night Headliner –8:00PM – 11:00PM
- Sunday Bands staggered 10:00AM-6:00PM
- Contract bands as well as associated audio/visual components to ensure proper equipment is available and managed for each band.
- Provide and stock Green Room with items based on contract requirements and create a strategy for any needed meals throughout the festival
- Have a liaison on hand at all times should the entertainers need anything
- Work with Marketing to announce entertainers that will be performing

(6.) Kinderfest

Requirement: The Event Manager will be responsible for the set-up, coordination and clean-up of a family friendly kid zone, known as “Kinderfest,” for children to enjoy during the Event to include a variety of activities, games, and interactive entertainment for the enjoyment of children of all ages. The Event Manager shall provide adequate Kinderfest staffing to ensure the safety and enjoyment of all. Offerors should include the programming and execution of the Kinderfest as part of their proposal. The Town reserves the right to assist and/or identify an alternate partner for the execution and the programming of Kinderfest prior to the execution of the resulting agreement, however, the Event Manager, at a minimum, will be responsible for the logistical aspects inclusive of the services provided for the Property as a whole.

Logistics:

- Saturday and Sunday: 10:00AM – 6:00PM
- Create Kinderfest Vendor Packet/Application
- Respond, qualify, and confirm all applications
- Confirm location within the Kinderfest area
- Provide how-to details and information prior to the festival
- Ensure that any permits needed are completed
- Vendors provide own tents/tables/chairs/electricity/tent tie-downs and weights
- Assign vendor spots
- Create Kinderfest Map
- Mark vendor spots with chalk spray during set up week
- Work with Marketing to announce vendors that will be in attendance
- Work with Merchandise for sale of Kinderfest t-shirts (if applicable)

(7.) Specialty Events

Requirement: Partner with local Lovettsville organizations to coordinate timing and Marketing for Specialty Events held as a traditional aspect of the main festival.

The Event Manager shall partner with local Lovettsville organizations to synchronize timing within the Event schedule and conduct inclusive Marketing for Specialty Events held as a traditional aspect of the main festival. Specialty Events may include the Lovettsville Lions Club Friday Night Dinner/Royalty Competition, Volksmarsch 5K & 10K walk/run/hike at Lovettsville Community Park, and the Pancake Breakfast at Lovettsville Elementary.

Logistics:

Lovettsville Lions Club Friday Evening Dinner

- Held Friday evening prior to the Keg Tapping Ceremony
- Coordinate with Marketing to announce the event/menu and when online registration goes live for the Royalty Competition

Volksmarsch 5K & 10K walk/run/hike at Lovettsville Community Park

- Held Saturday morning prior to the Pancake Breakfast
- In 2022 and 2023, this was coordinated and executed by Fitness Image Results
- Awards (provided by F.I.R.) were given out during the Grand Opening Ceremony
- Coordinate with Marketing to announce the event

Pancake Breakfast at Lovettsville Elementary

- Held Saturday morning between the 5K/10K and the Fassungsmarsch before the Opening Ceremony
- This event is owned and coordinated by the Lovettsville Elementary PTO and has been included as a traditional aspect of the festival for years.
- Coordinate with Marketing to announce the event/menu and when online registration goes live to purchase tickets.

(8.) Oktoberfest Contests

Requirement: The Event Manager will be responsible for the set-up, management and clean-up of the contest arena on Town Square that includes the Weiner Dog Stadium, a track, score board, A/V equipment, bleachers, gates, bunting, and flags. The Town will provide for the use of the existing hardscapes and decorations associated with the Weiner Dog Stadium; however, gates, bunting and A/V equipment will be provided by the Event Manager.

Logistics:

- The Weiner Dog Stadium, a track, score board, A/V equipment, bleachers, gates, bunting, flags must be set up on Zoldos Square/”the Squirkle.”
- Town to provide the existing hardscapes and decorations associated with the Weiner Dog Stadium; however, gates, bunting and A/V equipment will be needed by the Event Manager.
- Set-Up includes transportation of large towers and hardscapes of the Wiener Dog Stadium from the Town Barn to the Zoldos Square/the “Squirkle.”

(9.) Marketing

Requirement: Market across platforms to highlight sponsors, vendors, entertainment, and contests to attract guests to Lovettsville Oktoberfest.

The Parties shall work in good faith to develop a mutually agreeable marketing plan related to the Events, which will be agreed upon in writing by the Parties and identified as the “Oktoberfest Marketing Plan” (the “Marketing Plan”). Upon finalization of the Marketing Plan, the Event Manager shall execute and implement the Marketing Plan. The Marketing Plan shall include that the Event Manager shall commit a minimum of Ten Thousand Dollars (\$10,000.00) for marketing and promotional activities (“The Event Manager’s Marketing Contribution”). Under no circumstances shall The Event Manager be required to contribute money in excess of The Event Manager’s Marketing Contribution. The Town may, in its sole discretion, contribute monies to the Marketing Plan. The Event Manager shall not be required to render services in excess of the budget available under the Marketing Plan, and The Event Manager shall provide the Town with evidence (such as invoices and receipts) of the costs and expenses incurred in executing the Marketing Plan. All modifications to the Marketing Plan shall be agreed upon by the Parties in writing, and neither party shall be required to consent to any proposed revision to the Marketing Plan. Both the Town and the Event Manager will coordinate together for all social media marketing and website content. All website/social media content must be approved and posted by the Town on the event website, Town website and Town administered social media outlets.

Logistics:

- Complete Loudoun County RTOT Grant application
- The RTOT Grant is designed to attract people outside of Loudoun County into the County. We have been successful in obtaining the full grant the last 2 years.
- Create/print maps
- Create/print program booklet that highlights a letter from the Mayor, this year's Distinguished Citizens, 4th Grade Cover Contest artwork, Sponsors, Vendors, Maps, and Event Schedule
- Incorporate Lovettsville Elementary School Art Teacher for 4th Grade artwork into the published program cover.
- Create posters – 4th Grade Artwork/Regular Details
- Create banner artwork (if placing around the area)
- All social media on the Lovettsville Oktoberfest Facebook Page
- All social media on the Lovettsville Oktoberfest Instagram Page (revamp)
- Create and run Oktoberfest website
- Book photographer and complete contract (if we get the grant again)
- Order yard signs as needed (always check the barn first)
- Create UnTapped App account with drink lists
- Create lanyards for all staff/committee members
- Work with all departments to obtain information for Marketing efforts
- Create and market a guest survey for RTOT grant requirements and to survey all aspects of the festival

(11.) Venue Preparation and Clean-Up

Requirement: Except as otherwise provided under this Agreement, the Event Manager is responsible for preparing and cleaning up the Property before and after the Event. Preparation and clean up includes all aspects of the Event as specified in the Oktoberfest Planning Guidance Document (Exhibit 2). For purposes of carrying out the services required of the Event Manager, the Town shall permit the Event Manager and the Event Manager's employees, contractors, volunteers, and agents access to the Property for purposes of Event set-up, execution, and clean-up based on a pre-approved access plan between the Event Manager and the Town Manager or designated representative. The Event Manager shall not have any right to access any other property owned by the Town unless approved by the Town Manager or their designated representative in writing.

Shelter. The Event Manager shall obtain, manage, and oversee all required tents/structures for the Event to establish a large main tent for the main biergarten and provide additional facilities for shade and shelter for the duration of the event throughout the Event property.

Toilets. The Event Manager shall obtain an appropriate number of portable toilets for the Event at a standard of one per 100 patrons expected, with compliance to ADA requirements. Toilets should be located appropriately near all aspects of the Event.

Dumpsters. The Event Manager shall obtain the appropriate number of large dumpsters for the Event and cause the dumpster to be emptied when required following each day of the Event. The Event Manager shall ensure that the dumpster is removed at the end of the Event. Said dumpsters will be placed in a discrete location identified in consultation with the Town outside of the overlay district that is accessible to the Event Manager. The Town hereby authorizes and approves the Event Manager to access any of the Event Manager obtained dumpsters for purposes of performing the Event Manager's duties under this Agreement, including any dumpsters the Event Manager obtained that are located outside of the Event Property boundaries.

Close-out. Within seventy-two (72) hours after the conclusion of the Event, the Event Manager shall return the Property to its "as found" condition (excepting normal wear and tear associated with the Event), including removal of all equipment used by the Event Manager, and any of its agents, employees, contractors, performers, and invitees in relation to the Event and removal of any waste and rubbish from the Property. All town equipment/decor must be returned to the stored locations at the Town's Quarter Branch Barn or other facilities.

Logistics:

- Order sufficiently sized Main Tents to house tables/chairs for a minimum of 400 people
- Order Tables, Chairs, Tablecloths
- Order Porta-Potties
- Order Cones, bike racks, electronic sign boards to close roads/re-route traffic
- Order Generators and Light Stands
- Order Trash Dumpsters and receptacles
- Order any additional audio or video equipment that is required
- Check all inventory – always ensure duct tape/long black zip ties are available
- Create Shuttle Route/Maps and book Shuttle Bus service
- No Alcohol Beyond This Point signs need to be posted (per VA ABC).
- Sufficient staffing to restock toilet paper throughout the weekend
- Sufficient staffing to empty trash cans and take trash to the dumpsters often
- Certain larger items that have been used for the event are heavy items (e.g. event entrance towers, bleachers, etc.) and will need special handling.

(12.) Public Safety

Requirement: At the direction of the Town of Lovettsville, the Event Manager shall coordinate with Loudoun County Sheriff's Office, Loudoun County Fire and Rescue, and VDOT to ensure that all appropriate measures are in place to ensure the safety of all

Traffic and Crowd Control. The Event Manager shall obtain appropriate crowd control, road closures, and people barricades for the Event in consultation with the Town and Loudoun County Public Safety agencies and as required by the Virginia Alcoholic Beverage Control Authority.

Security. The Event Manager shall obtain appropriate security personnel for the Event as deemed necessary in consultation with the Town and Loudoun County Public Safety agencies. Privately contracted, third party security services can be utilized to supplemental or partially supplant Loudoun County Sheriff's Office Deputies but cannot supplant the use of Loudoun County Sheriff's Office personnel, specifically for traffic control. The Event Manager is to provide overnight security of the Property until all the Property is returned to its "as found" condition and all event equipment or facilities are removed.

Logistics:

- Coordinate and submit application with LCSO for road closures (see 2023 map)
- During event hours, ensure all closed roads are blocked with necessary barriers and/or cones and staffed as appropriate so that local neighborhood traffic has the ability to pass
- Book enough LCSO Deputies to be in attendance and handle expected crowds
- Work with LCSO and Town Staff to understand history and projected requirements
- Coordinate and submit application with the Fire Marshall
- Fire Marshall will inspect setup prior to the event to ensure compliance and identify any issues.
- Coordinate with Lovettsville Volunteer Fire and Rescue
- Complete Severe Weather Contingency Plan
- Complete Incident Action Plan
- Create an exit plan for shuttles in an emergency
- Provide overnight security to protect all equipment on the Town Green on Thursday through Saturday nights.
- Work with Marketing to announce details and updates
- Deploy a minimum of 6 message boards (for which the Town has 2) for directional traffic messaging
- Provide a means for local residents to be able to access their neighborhoods

- Provide staffing and emergency radios for use by Town staff during the festival in coordination with Fairfax Fire Department (Urban Search and Rescue)

(13.) Staffing

Requirement: Ensure adequate staffing for all aspects of the festival.

The Event Manager shall obtain adequate staffing and personnel to carry out the Event Manager's responsibilities.

Logistics:

- Ensure staff has specified parking and means of getting to the festival grounds.
- In coordination with the Town of Lovettsville, Staff members should be clearly identifiable.

(14.) Parking

Requirement: The Event Manager must secure off-site parking adequate for the Event and in compliance with Americans with Disability Act requirements that includes shuttling services to the Property. The Event Manager will be required to obtain parking facilities that are within a reasonable distance to the Event.

Logistics:

- Parking should target 3,000 spaces to accommodate a total of approximately 10,000-12,000 cars on Saturday, with less on Friday and Sunday.
- Accommodation for handicap parking must exist.
- Two larger locations that that have been leveraged historically:
 - One Family Brewing lot (located off of Berlin Turnpike)
 - Lovettsville Community Park (located off of Milltown Road)
 - Both locations will require agreements in advance and should be secured as early as possible.

(15.) Shuttle Bus Service

Requirement: Safe and reliable transportation of attendees from the parking lot to the festival and back.

The Event Manager will provide safe and reliable transportation of attendees from the parking lot to the festival and back in compliance with Americans with Disability Act requirements.

Logistics:

- Shuttle bus service has been provided on Friday night with local neighborhood stops defined to accommodate local citizens
- Saturday and Sunday, a minimum of 6 public stops with consideration to parking locations (e.g., a stop at One Family Brewing or the Community Park for guests that park in those locations, if applicable).
- Other stops have included the Lovettsville Elementary School (for handicap parking, if applicable), the Lovettsville Game Club and stops by the Town Green.
- Shuttle Bus Service Stops need to be clearly marked and should have ample lighting.
- If possible, some seating should be available for those that cannot stand for long periods of time while waiting for the shuttle.
- When using One Family Brewing lot for parking, sufficient lighting will be required.

