

CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 22, 2015

RESOLUTION ORDINANCE DESCRIPTION/PRESENTATION

ITEM TITLE: A Resolution that Renews and Amends the Special Event Promotion and Related Services Contract Between the City of Winchester and USA Sports and Marketing, LLC

PUBLIC HEARING DATE:

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Jennifer Bell	Completed	09/16/2015 4:47 PM
Mary Blowe	Completed	09/16/2015 5:31 PM
Anthony Williams	Completed	09/17/2015 9:43 AM
Eden Freeman	Completed	09/17/2015 5:07 PM

Jennifer Bell

Jennifer Bell, Downtown Manager

9/16/2015



APPROVED AS TO FORM:


CITY ATTORNEY


Eden Freeman, City Manager

9/17/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Tyler Schenck, Interim Human Resources Director
Date: September 22, 2015
Re: A Resolution that Renews and Amends the Special Event Promotion and Related Services Contract Between the City of Winchester and USA Sports and Marketing, LLC

THE ISSUE: A Special Event Coordinator was retained in October 2012 under a three year contract with the option to renew for a period of one year two times.

RELATIONSHIP TO STRATEGIC PLAN: Goal Two: promote and accelerate revitalization of targeted areas throughout the city. Goal Three: advance quality of life for all Winchester residents

BACKGROUND and DISCUSSION: The event coordinator contract has produced numerous new events (3) Friday Night Live events a year, the Downtown Tailgate, a new classic movie series, Sunday concerts, Rockin Independence Eve, Holly Jolly, Kidzfest and Octobeerfest which have led to total attendance numbers exceeding 20,000 a year for new events. In addition to creating new city events the contract has led to support for some existing City events and private events. The contract has also provided valuable assistance in marketing and promoting the Old Town brand through social media and traditional print and radio advertising.

The attached spreadsheet outlines the growth and impact of events held during 2013 and 2014. During this period, hourly parking numbers in the garages operated by the Winchester Parking Authority have increased 25% year over year. Data from 2015 is not yet available, but will be provided in subsequent reports.

The Old Town Development Board (OTDB) has reviewed the proposed extension and recommended additional provisions be included as an addendum to the contract. Those provisions have been incorporated.

BUDGET IMPACT: The Old Town Winchester budget was approved for \$75,536 to cover special event expenses which would cover an additional year retainer. Old Town Winchester also requested \$124,000 in supplemental appropriations which would cover another year's event expenses and will be reimbursed as revenue and sponsorship dollars as they are generated by events.

OPTIONS: Council can choose any of the following three options:

1. Do not renew the expiring contract
2. Renew the contract and include an amendment to the contract that incorporates additional duties for the special events coordinator that pertain to logo usage and branding, event patron data collection for the purpose of distributing surveys, dissemination of event-related survey results and submission of task orders that relay any planned changes from previous held events and how they would impact the City of Winchester's budget.

RECOMMENDATIONS: Option two.

A RESOLUTION THAT RENEWS AND AMENDS THE SPECIAL EVENT PROMOTION AND RELATED SERVICES CONTRACT BETWEEN THE CITY OF WINCHESTER AND USA SPORTS AND MARKETING, LLC

WHEREAS, the Winchester Common Council executed a contract with USA Sports and Marketing, LLC for special event promotion and related services in October 2012; and,
WHEREAS, the aforementioned contract expires October 31, 2015; and,
WHEREAS, the contract can be renewed for two additional twelve month periods upon the expiration of the agreement; and,
WHEREAS, the USA Sports and Marketing, LLC has produced numerous events that have attracted thousands of people to Winchester and assisted in marketing and promoting the Old Town Winchester brand.
NOW, THEREFORE BE IT RESOLVED, the Winchester Common Council hereby authorizes the City Manager to execute a twelve month renewal of the expiring contract between the City of Winchester and USA Sports and Marketing, LLC; and,
BE IT FURTHER RESOLVED, that the language in the attached amendment must be included in the contract renewal agreement.



City of Winchester, Virginia

Office of the City Attorney
Rouss City Hall
22601
540-667-1815
Fax: 667-2259

CONTRACT #200806

THIS CONTRACT WAS MADE AND ENTERED INTO THIS 9TH DAY OF OCTOBER, 2012, BY AND BETWEEN USA SPORTS & MARKETING SERVICES, LLC., 4 SOUTH WASHINGTON STREET, WINCHESTER, VA 22601, F.I.N. OR S.S. NUMBER 54-1810762 ("CONTRACTOR"), AND THE **CITY OF WINCHESTER, VIRGINIA**, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA ("CITY").

WHEREAS, THE CITY HAS PREVIOUSLY ISSUED REQUEST FOR PROPOSAL 200806 (RFP #200806), DATED SEPTEMBER 13, 2011, TO PROVIDE ON-DEMAND SPECIAL EVENT PROMOTION AND RELATED SERVICES, AS MORE FULLY DESCRIBED AND REQUESTED WITHIN THE RFP, AND IS HEREBY FULLY INCORPORATED IN ITS ENTIRETY;

WHEREAS, CONTRACTOR HAS SUBMITTED A PROPOSAL IN RESPONSE TO THE RFP DATED OCTOBER 11, 2011, SIGNED BY MR. DARIO SAVARESE WHICH STATES QUALIFICATIONS AND SERVICES, AND ARE HEREBY FULLY INCORPORATED IN ITS ENTIRETY;

WHEREAS, CONTRACTOR AND CITY HAVE NEGOTIATED COMPENSATION, TERMS AND CONDITIONS IN RESPONSE TO THE RFP, AND THE NEGOTIATION SUMMARY IS HEREBY FULLY INCORPORATED IN ITS ENTIRETY;

WHEREAS, THE CITY'S PROCUREMENT, CONTRACTOR'S RESPONSE AND NEGOTIATED ITEMS SHALL FORM PART OF THE CONTRACT. IN THE CASE OF CONFLICTS, DISCREPANCIES, ERRORS OR OMISSIONS AMONG THE CITY'S PROCUREMENT, THE CONTRACTOR'S RESPONSE, NEGOTIATED ITEMS AND THE MAIN BODY OF THE CONTRACT, THE DOCUMENTS AND AMENDMENTS TO THEM SHALL TAKE PRECEDENCE AND GOVERN IN THE FOLLOWING ORDER:

1. MAIN BODY OF THE CONTRACT
2. NEGOTIATED ITEMS
3. CITY'S PROCUREMENT
4. CONTRACTOR'S RESPONSE

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. THE CONTRACTOR SHALL PROVIDE THE CITY THE SERVICES OUTLINED IN RFP #200806, WHICH IS INCORPORATED IN ITS ENTIRETY HEREIN BY REFERENCE. THE CITY SHALL PAY THE CONTRACTOR THE ASSIGNED UNIT COSTS AND NEGOTIATED PRICING FOR EACH TASK ORDER. THE CONTRACTOR SHALL FORWARD AN INVOICE FOR SUCH WORK TO THE CITY

DOWNTOWN MANAGER ON OR ABOUT THE FIRST AND FIFTEENTH DAYS OF EACH MONTH DURING THE TERM OF THIS CONTRACT. THE CITY SHALL PAY SUCH INVOICE IN ACCORDANCE WITH THE PROMPT PAYMENT ACT PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

2. THE TERM OF THIS CONTRACT SHALL BE A PERIOD THREE (3) YEARS FROM DATE OF AWARD. THE CITY RESERVES THE RIGHT TO CANCEL AND TERMINATE THIS CONTRACT, WITHOUT PENALTY, UPON SIXTY (60) DAYS WRITTEN NOTICE TO CONTRACTOR. THE PARTIES UNDERSTAND AND AGREE THAT THE CITY, AT ITS SOLE OPTION, MAY RENEW THIS CONTRACT FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS.
3. APPLICABLE LAW AND VENUE: THE PARTIES AGREE THAT THIS CONTRACT FOR SERVICES SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. ANY DISPUTE ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT SHALL BE RESOLVED OR OTHERWISE LITIGATED IN THE CIRCUIT COURT FOR THE CITY OF WINCHESTER, VIRGINIA OR THE FOURTH CIRCUIT FEDERAL DISTRICT COURT IN HARRISONBURG, VIRGINIA.
4. IF ANY PROVISION OF THIS AGREEMENT IS FOUND TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THAT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT.
5. THE CONTRACTOR HAS, AT THE TIME OF ITS EXECUTION OF THIS CONTRACT, PROVIDED THE CITY WITH A CERTIFICATE OF INSURANCE SHOWING THAT IT HAS CURRENTLY IN FORCE ALL OF THE INSURANCE REQUIRED BY RFP #200806. CONTRACTOR COVENANTS THAT SUCH CERTIFICATE SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE TERM OF THIS CONTRACT, AND THAT IT WILL PROMPTLY NOTIFY THE CITY IN THE EVENT, SUCH INSURANCE IS NO LONGER IN EFFECT FOR WHATEVER REASON.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS INSTRUMENT ON THE DATE INDICATED BELOW, WITH ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO CONTRACTOR AND ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO THE CITY.

CONTRACTOR:

BY: David A. Swanson

TITLE: President owner

DATE: 10-12-12

CITY OF WINCHESTER:

BY: Dale [Signature]

TITLE: City Manager

DATE: 10-12-12

Negotiation Summary

RFP #200806

Purpose and Intent: USA Sports & Marketing Services (USAS&MS) and the City of Winchester have begun the negotiation stage of RFP #200806 with the intent to execute a contract. Upon execution of the contract, a Task Order (see Attachment A) will be created for each special event and bilaterally agreed upon estimating the operational expenses and operational revenues, and clarifying the scope of work for each event. The City's Contract Administrator will be the Downtown Manager.

Objective:

1. Starting within the initial contract year, USAS&MS and City shall create a new series of events in the City of Winchester that will attract residents and new visitors to Old Town Winchester. Below is a reoccurring special event that will utilize Old Town as the venue along with other areas in Winchester City:
 - A. MUSIC FEST – Include multiple venues with a variety of types of music, some venues will be ticketed and have additional food and beverage sales.
 - i. Initially once a month, three separate events; June, July, August
 - ii. Two to three separate performance areas, as well as other activities.
 - iii. Second year additional dates added
 - iv. First year, projected expenses \$69,500.00 (stages, bands, tents, seating, facilities, signage, tickets, security, etc... **(excludes administrative cost-see below retainer)**)
 - v. Projected revenue \$63,500.00 (Ticket sales, sponsorships, vendors, beverages)
2. USAS&MS will enhance specific existing events with the goal to increase attendance and promote an awareness campaign by working with the City to:
 - A. Develop and maintain a competitive events annual calendar of City of Winchester sponsored and/or promoted events to enhance and target goals.
 - B. Develop and implement an advertising/media partners/PR awareness campaign
 - C. Develop sponsorship/alternative revenue for specific events
 - D. Assist in partnering with other organizations to host one and two day events in Old Town and City area (cultivating new opportunities)
 - E. Procure, and coordinate all sponsorships, Concessions and all food, alcohol, beverage and merchandise vendors and agreements and collect all fees/percentages for events promoted.
 - F. Procure, coordinate and contract with all federal, state and local agencies for permitting and/or authorizations for the promoted events.
 - G. Procure, coordinate and contract to provide all required event infrastructure needs including, but not limited to: staging, lighting, sound, utilities, transportation, security, safety, sanitation, vendors, set-up, breakdown, and clean-up.
 - H. Part of retainer – see below

3. Create New Signature Events:
 - A. As permitted within the RFP, USAS&MS will create three (3) new separate, signature events for Winchester, i.e. October Fest, Halloween, Wine fest.
 - B. Events would be two (2) day events (Friday & Saturday or Saturday & Sunday)
 - C. Projected months September, October and December.
 - D. Each Task Order will specifically layout the operations, location, logistics, and projected expenses/revenues for each event.
 - E. Part of retainer – see below

4. Public Relation & Branding Campaign:
 - A. Assist in developing a new brand/image for the Old Town And City of Winchester;
 - B. Develop public relation opportunities and stories throughout the year;
 - C. Develop additional media partnerships/relationships;
 - D. Provide direction in writing a strategic event/marketing plan for 2013, 2014 and 2015;
 - E. Part of retainer – see below

5. Performance & Reports:
 - A. Authorization to approve work performed under this agreement will be under the supervision of the City’s Contract Administrator and in coordination with the Events Committee.
 - B. Reports will be filed with the Contract Administrator within sixty (60) calendar days following the last day of each event containing a detailed financial report showing funds spent and revenues received, by revenue and expense categories approved by the City’s Finance Director; and an event evaluation providing information on gross receipts, retainer used, event attendance, participant satisfaction survey, incident report, and suggestions for improvements based on report data.

6. Consulting Compensation:
 - A. USAS&MS retainer shall be \$5,800.00 monthly with a 2.5% increase the next two years. Retainer shall initially include six (6) events, the public relations & branding campaign, and enhancement of existing City events. The retainer shall be distributed with 60% reserved for the initial six (6) events and 40% reserved for public relations & branding campaign and the enhancement of the existing City events.
 - B. The City shall receive all revenues collected by USAS&MS to pay for expenses plus 60% of the annual retainer for the initial six (6) special events produced, promoted and operated by USAS&MS. This equals the City’s total special event expense.
 - C. Net revenue shall be defined as the City’s annual revenue collected minus the City’s total special event expense. When positive net revenue exists, then USAS&MS shall receive 75% of those proceeds and the City shall receive 25%.
 - D. Either party can terminate the agreement with a sixty (60) day notice.

7. Projected Annual Budget – Initial Year

A. Total Projected Expenses, includes all retainer:	\$183,800.00
B. Total Special Event Expenses, includes 60% retainer:	\$157,700.00
C. Total Projected Gross Revenue:	\$131,000.00
D. Net Revenue (Loss)/Gain, as defined above:	(\$26,700)
E. Total Investment for the City, includes 40% retainer:	<u>(\$52,800)</u>

60% of retainer = \$43,500

40% of retainer = \$26,100



Rouss City Hall
15 North Cameron Street
Winchester, VA 22601

Telephone: (540) 722-7576
FAX: (540) 722-7570
Website: www.winchesterva.gov

SPECIAL EVENT TASK ORDER

The Downtown Manager, the City’s authorized Contract Administrator, and Dario Savarese, USA Marketing, shall utilize this template to begin the specific task order discussions for all aspects of each event. Each task order shall be fully incorporated and made a part of Contract No. 200806 and in the event of conflict, the order of precedence shall be: 1) Contract No. 200806 and 2) City Task Order.

EVENT NAME: _____

EVENT LOCATION: _____

A. LABOR HOURS:	QTY:		LABOR RATE:	TOTAL COST:
Principal:	_____	x	_____ =	Part of Retainer
Laborer:	_____	x	_____ =	Part of Retainer
Event Coordinator:	_____	x	_____ =	Part of Retainer
Work Release:	_____	x	<u>N/A</u> =	_____
Volunteers:	_____	x	<u>N/A</u> =	_____

B. ADVERTISING CAMPAIGN(media, marketing, sales):
Advertising Expenses: \$ _____

List out media campaign and plan:

C. OPERATIONAL EXPENDITURES (talent, stage, lights, fencing, portable toilets, permits, tents, excl. advertising)
Firms Operating Expenses: \$ _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):
Firm’s Revenue: \$ _____

List our Revenue Sources:

E. PROJECTED TOTAL EVENT COST (A+B+C-D): \$ _____

SPECIAL EVENT CONSIDERATIONS FOR DISCUSSION:

- Special Event Purpose
- Deposits for Tents, Talent, Fencing and more.
- Time Table
- Competing Events or Combining Events
- Event Layout / Map / Access
- Revenue Generation
- Incentives / Disincentives
- Payment Schedule
- Contingency Planning
- Special Risks

CONTRACTOR:

BY: _____

TITLE: _____

DATE: _____

CITY OF WINCHESTER:

BY: _____

TITLE: _____

DATE: _____



ERIE INSURANCE GROUP

COMMERCIAL GENERAL LIABILITY
CG 20 26 (Ed. 07/04) UF-9704

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Winchester
15 N Cameron Street
Winchester VA 22601

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II-Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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**4 South Washington St.
Winchester, VA 22601**

SPEICAL EVENT PROMOTER

RFP #200806

Dario Savarese, USA Sports & Marketing Services, LLC

****** Code 2.24342F Privacy code Please do not disclose

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I. Part I Submittal Content:**a. List of the Five (5) most relevant references within the last five (5) years, including descriptions, dates and client references:**

1. **Shenandoah Apple Blossom Festival**- the largest spring time event in the Mid-Atlantic region. Assist's in Promoting over 30 events during a ten day period. Currently the Director of Marketing and Sponsorship sales since 1994. Contact name is John Rosenberger, Executive Director at 540-662-3863.
2. **Annandale Millworks & Allied Corporation**- Building supply contractor for the Shenandoah Valley and the Northern Virginia area. Assisted with marketing, communications and special events from 2002 until present. Contact name is Laurie Frogale at 540-665-9600
3. **Blue Ridge Sports and Entertainment** – Worked with sponsorship development, event execution, and sponsorship sales within the organization (2004 until present). Contact is David Gardiner at 540-665-0823
4. **Sports America Inc./ The Quarterback Club** – Managed the Quarterback Club from start to finish including the annual events ; golf tournament, luncheons during the NFL football season with current and past Redskin players (6-8 Luncheons in Northern Virginia) and an end of the season televised Quarterback Club Redskin Player of the Year Awards Dinner from 1994 through 2009. Also assisted with other Sports America events including the McDonalds All American High School Basketball game, Capital Classic Basketball Game, and the National Quarterback Club Awards Dinner (1994 – 2002). Contact is Robert Geoghan 301-424-1080
5. **Blue Ridge Fall Races** – Sponsorship development, sales and execution and event management, from May 2011 to present. Contact is Melanie Marks, Wiseman and Associates phone 540-722-6403

b. Summarize qualifications of key individuals to be assigned to the work.

1. Dario Savarese established USA Sports and Marketing Services in 1994. With a Bachelor's degree from James Madison University, he brings over 20 years of event marketing experience. Specialties include site selection, contract negotiation, organization of event, media campaign, sponsorship development/sales/execution, television production, and community engagement.
2. Cindy Savarese – employee since 1994, Administrative Assistant, office manager, bookkeeper. Graduate of James Madison University, with degree in office administration and secondary business education 1985.
3. Alex Pham – contractor for communications, graphics layout and design, website design. Graduate of Radford University in 2011.
4. Stephanie Semples Orndorff – Event Coordinator, specializing in food vendors and permitting. Has over 30 years' experience in the restaurant food management industry.
5. Jenny Brockwell –Event Coordinator, public relations and social media relations consultant. Jenny brings 6 years of experience within the area.

c. Provide a short description or brochure explaining your organization's history, structure and culture.

USA Sports and Marketing Services, LLC has been producing events locally and nationally since 1994. As a local business our talents and strengths are based on the knowledge and relationships we have cultured through promoting clients and events in the area. Although our name implies sporting events, we have been involved with promoting everything from children's events, formal black tie events, parades and dances; in-door or outdoors, rain or shine, balloons or baubles we have the ability and the experience to pull it together in the expected professional manner while staying with-in budget.

1. USASMS has the availability to leverage existing relationships from other projects covering the region.
2. USASMS has been successful in sponsorship development, sales and execution.

d. List outside services to be used or sub-contracted to complete the work. Following is a potential list of outside services that may be used in various aspects of events.

1. T&B Equipment
2. Grand Rental
3. American Tent Company
4. American Audio and Video
5. Blue Ridge Sports & Entertainment
6. Event Rentals Inc.
7. Schrock Travel
8. Chariots for Hire
9. Shenandoah Carriages
10. RCTV Productions
11. Ticketmaster
12. National Artists Corp.
13. Tech Team Solutions
14. Impressions Plus
15. White Spider Design
16. Zoliva, LLC
17. Southard Audio
18. Formula Strategy Group
19. Smallwood Entertainment
20. JCI Media
21. Master Media Group
22. Community Service Organizations to provide volunteers

e. Provide documentation that the firm is licensed under the applicable laws of the Commonwealth of Virginia and the City of Winchester.

1. See attachment J City of Winchester Business License

f. Complete Attachment A – Contractor Data sheet

1. Attachement A

g. Detail your operations plan for each Special Event, including staffing, volunteers, logistics, ect..

1. USA Sports and Marketing Services, LLC works with a variety of contractors. Depending on the expected attendance, and type of event and physical requirements of the job. Internal staff will be present and possible assistance can be had with the following:
 - a. We have/will work with volunteer organizations (band booster, sports teams, boy scouts, etc.. .)
 - b. Subcontractors and Temporary Agencies
 - c. Through the work release program we can obtain labor support (Dario Savarese has obtained the proper state certification)
 - d. Interns through local colleges

h. Describe your quality assurance and safety procedures. How will they be implemented for all special events?

1. We begin our events with a checklist document that is shared with each of the involved service departments. This checklist is updated and expanded as the event evolves. It includes contact lists and cell numbers to assure accurate day of communications of all parties involved.
2. Meetings with the city/police/fire and rescue before each event to forecast and make sure different aspect of emergency plans/ crowd control/ parking are in place.
3. A follow up survey with suggestions will be forwarded after the events to assure communication between all agencies and determine if a follow-up meeting is necessary to improve the in place safety procedures.
4. A survey would also be available for the Old Town Businesses Community to address any impact both positive and negative.

i. Explain how your firm will manage the advertising campaign and ensure quality promotion.

1. Having worked with many media entities (TV, Radio, Print, social media) in the regional/Metro/DC area, advertising will be placed to maximize exposure and budget. Or firm has strong relationships with media entities that will allow us to create media partnerships including trade, creating a win/win for event revenue and exposure.

2. We also have knowledge of applicable advertising.
3. Working with local businesses in the targeted event areas to help provide web links, accurate calendars, promotional flyers and posters. We believe continuity and clarity of events scheduled will help create a positive sense of kinship in the Old Town business community.

j. Present to the City your plan on how to make the Proposed Events, listed in Section B revenue neutral, or maximize the return on investment.

1. Using existing relationships within the business community and the region, we will be able to develop and sell sponsorship opportunities. The sponsorship revenues will provide a major impact to the success of events. It will eliminate hard expenses going into the event and create a cushion for potential losses due to weather, etc...
2. Building upon our experience of working with media for over 15 years in the regional area and maintaining established relationships, we will maximize the advertising dollars and exposure.
3. We work with volunteer organizations that give our youth experience in providing community service while returning their contribution of time and efforts with a donation to their organization, which will save dollars.
4. Our strategy will include emphasis on advance ticket sales for the events.

k. See Completed Attachment B, C, D, E, F, G,H and I (pricing sheets for each Proposed Event)

l. Aside from the Proposed Events, listed in Section B. please provide a detailed description of additional events that may be considered by the City of Winchester, including all expenses and revenue streams. **Code 2.24342F Privacy code Please do not disclose

1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
4. See Attachment I for public relations and sponsorships and support for existing events

m. Verify that required insurance coverage is available.

1. We have insurance in the name of USA Sports and Marketing Services, LLC through The Winchester Group and Erie Insurance. Certificate can be delivered up awarding of the contract.

Part II – Submittal Content

Pending interview call for appointment, Dario Savarese 540-722-8700



September 13, 2011

**NOTICE TO PUBLIC
REQUEST FOR PROPOSAL
RFP #200806**

SPECIAL EVENT PROMOTER

The City of Winchester will accept proposals until 2:00 p.m. local time on October 11, 2011, in the office of the Finance Department - Purchasing Division, 15 North Cameron Street, 1st Floor - Rouss City Hall, Winchester, Virginia 22601 to be the City's special event promoter and producer of entertainment in the primary and secondary tax district in the City of Winchester as specified by the Scope of Services. The Contract will be administered by the Old Town Development Board's Executive Director.

Copies of this Request for Proposal may be obtained upon request from the Office of the Finance Department-Purchasing Agent, telephone (540) 667-1815 ext. 1477, or they may be picked up at the above location. Bids/Proposals may be viewed on the City's web page: <http://www.winchesterva.gov/purchasing/itbrfp>

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way affect the equipment/materials/service of cost thereof. Should an offeror find discrepancies in or omissions from the specification or request for proposal, he/she should notify the Purchasing Agent and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect.

The right is reserved, as the interest of the City of Winchester requires, to revise or amend the specifications prior to the date set for opening proposal; the opening date may be postponed if deemed necessary by the City's Purchasing Agent. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. ***In addition, the City of Winchester reserves the right to accept or reject any proposals, in whole or in part, and to waive any informality.***

One (1) original hardcopy, one (1) original electronic copy on CD in .pdf format and six (6) copies of original hardcopy are to be submitted in a sealed envelope bearing the Offerors company name, mailing address, the RFP name, the RFP number, the date and the time due mailed or delivered to:

City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 1st Floor - Rouss City Hall
Winchester, Virginia 22601

BY: Steven Corbit
Purchasing Agent

CITY OF WINCHESTER, VIRGINIA

SPECIAL EVENT PROMOTER

RFP #200806

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A. INTRODUCTION AND PURPOSE

INTRODUCTION:

The City, founded in 1744, is the oldest Virginia City west of the Blue Ridge Mountains. Located at the northern entrance to the Shenandoah Valley, the City is the medical, commercial, governmental and financial center for the surrounding area, and is the City seat of Frederick City. The City encompasses 9.3 square miles and is located at the crossroads of U.S. Highways 11, 17, 50, 522, Interstate 81 and State Route 7. Interstate 66, terminating 11 miles south of the City at Interstate 81, provides a third transportation artery to Washington, D.C., 72 miles to the southeast. The City's 2007 population was estimated at 26,000 with 7,650 single family attached and detached homes and over 4,000 multi-family dwelling units.

PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to enter into a contract through competitive negotiation to provide entertainment and manage all aspects of the special event activities for the City of Winchester, as further specified herein. The City may award this contract in whole or part. The City may also award this contract to more than one vendor.

This Request for Proposal (RFP), plus the resulting agreement, shall be consistent with, and governed by the Act, the Virginia Public Procurement Act (VPPA). This award may be awarded to one or more firms.

TERM OF CONTRACT:

The original contract term shall be five (5) years from date of award. The City reserves the right to cancel and terminate this Contract, without penalty, upon ten (10) days written notice to contractor. This contract may be renewals for four (4) twelve (12) month periods.

PRE-PROPOSAL CONFERENCE:

None required.

SCHEDULE OF EVENTS:

1.	RFP Distribution	September 13, 2011
2.	Proposal Submissions Due (Part I)	October 11, 2011 at 2:00P.M. Local time
3.	Interviews (Part II)	TBD
4.	Award of Contract	TBD

B. SCOPE OF SERVICES

The consulting services detailed in this section are to be performed for the City of Winchester on a contractual basis to meet the following minimum criteria, or as requested by task order:

1. **GENERAL:** The City of Winchester is soliciting proposals from qualified firms to provide labor, materials, equipment, transportation, quality control and management for promoting and producing special events and related services to the citizens and patrons of Winchester in order to seek unique, quality entertainment. Only the highest quality work will be accepted.
2. **GOALS & OBJECTIVES:**
 - a. Provide diverse, quality events at an affordable value for the community
 - b. Promote Old Town and the City of Winchester
 - c. Encourage collaboration with non-profit organizations
 - d. Solicit endorsements and sponsors
 - e. Maximize the return on investment

3. **MINIMUM SERVICE EXPECTATION:** The contractor shall provide all special event management activities including, but not limited to: booking entertainment, establishing venues, promoting and advertising, program set-up, event coordination, noise control, alcohol and health department permits, staging, lighting, invoicing, and coordination of clean-up.

a. Venue Location: Initially, events shall be held in Old Town Winchester’s Primary and Secondary Special Tax Assessment District, primarily between Kent, Braddock, Piccadilly and Cork Streets, or other City designated sites throughout the year.

b. Event Quality: All Proposed Events shall be professional, tasteful, well planned and within the tradition of existing Winchester events showcasing Old Town Winchester and/or the City of Winchester.

c. Event Staffing: The contractor shall supervise temporary special event employees, as well as professional sub-consultants’ contracts used to provide the Scope of Service herein. This would include, but not be limited to contracts regarding advertising, promotion, music production and other special event management as approved by the City. Where applicable, the City encourages the use of non-profit volunteers to showcase and benefit their organizations while minimizing the contractor’s expenses.

d. Progress Reporting: The contractor shall provide monthly progress reports of all special events planning and delivery services to the Old Town Development Board, City Manager, Director of Economic Development, Chief of Police and City’s special events committee.

e. Proposed Events:

Description	Type of Event / Concept:
Wine & Music Festival	New event: Taste a variety of local and regional wines while listening to some cool sounds.
Beer & Ale	New Event: Enjoy a variety of beer and ale as you enjoy the Downtown.
Sip & Stroll	New Event: Retail open house with refreshments.
Taste of Old Town	New Event: Vote for your favorite restaurants.
Comedy Shows	New Event: Multiple shows presented at different times of the day for various age groups.
Kids Exercise Event	New Event: i.e. 3-on-3 basketball, Kid Olympics,
Winchester Days	Existing Event: enhance participation through recruiting volunteers, increase communication, and inviting other Winchester businesses.

Note No.1: Frequency of the above events will be once a year.

Note No. 2: For bidding purposes, these special events are being requested as a minimum and Offerors should anticipate performing these events as requested.

f. Advertising/Event Promotion/Public Relations: The contractor shall provide adequate event promotion, or cross-promotion in conjunction with the Old Town Development Board (OTDB), City of Winchester or other related departments. The advertising campaign is expected to be a marketing mix of news media to promote the scheduled events and additionally maximize participation and revenue (direct and indirect). The contractor shall develop a calendar of the events to include not only new events but

current ongoing events being held in Old Town and present this calendar and budget to the Old Town Development Board for approval.

- g. **Invoicing:** Statements shall be for received goods and/or services only. The City will not make advance payments, i.e. entertainment deposits, without an invoice and prior written consent from the OTDB Executive Director, City Manager or designee. Prices shall include all costs, expenses and overhead associated with performing and providing all of the requirements stated in the specifications. The City of Winchester will not pay for any extra fees or costs not agreed to in writing by the City Manager, or designee. The City will be invoiced from the contractor for all reasonable, direct expenses of the production of the events at no mark up. The contractor will be paid a negotiated management fee to provide all of these services and collect additional revenue through the sale of food and beverage concessions during the special event. Revenue generation may be created by event sponsorship, advertising, directories, website banner ads,
4. **CONTRACTOR AND EMPLOYEE QUALIFICATIONS:** The Contractor shall be experienced and provide documentation that their firm has been in the production and entertainment promotion industry for at least five (5) years. Complete Contractor Data Sheet (Attachment A).
5. **QUALITY OF EVENTS & WORK:** All services shall be quality work performed according to the prevailing professional, ethical and business standards of the industry and to the satisfaction of the City of Winchester. Contractor shall guarantee all work be performed in accordance with the enclosed Scope of Services, or amendment, or written directive of the City Manager or designee. Contractor shall implement safeguards to promote public safety and health during special events and adhere to all local, state and federal laws as applicable for each special event. The Proposed Events in Section B may be modified over time and the need for future events and ideas to be added to the contract are encouraged for the sustainability of this program and service.
6. **CONTRACT ADMINISTRATION:**
 - a. The OTDB Executive Director (Owner's Representative) shall be the Contract Administrator and they may authorize a designee delegated to perform these duties as outlined: ordering, monitoring of progress, inspection and acceptance, quality assurance, invoice payment and scheduling of services.
 - b. Acceptance:
 - i. The location, department or agency has ten (10) business days from time of completion to Accept the project work and ensure compliance to all City, state and federal guidelines and laws.
 - ii. If work is rejected in whole or in part due to poor quality or workmanship then City shall outline in writing the problem and notify the Contractor.
 - iii. Time requirement:
 1. When the Contractor is notified in writing by the City of non-acceptance, the Contractor shall have five (5) business days to correct the problem. The Owner Representatives or designee may extend this period if agreed upon in writing by both parties.
 - c. Contract Officer:
 - i. Shall be: Steven Corbit, Purchasing Agent, Finance Department, 15 N. Cameron Street, Winchester VA 22601. 540-667-1815 Extension 1477. Duties include: making decisions for dispute resolution, administering change orders and amendments, executing supplemental agreements, and authorizing contract renewal.
7. **ADDITIONAL SERVICES (TASK ORDERS):** Additional Task Order assignments beyond the initial Scope of Services may be required as the City believes it to be in the best interests of the local government.

C. SELECTION PROCEDURE

This Request for Proposals is divided into two parts:

- Part I - Written submission of Firm Experience and Qualifications; and
- Part II - Interviews and presentations from Part I short-listed firms, only.

In general, the selection of a firm will be conducted by the following process:

PART I

1. Statements of firms' experience and qualifications must be submitted in the form defined under Submittal Requirement (Section D).
2. A Selection Committee composed of City officials will evaluate and rank all firms.
3. Firms will be evaluated and ranked in accordance with the Part I – Evaluation Criteria detailed in Section E.

PART II

1. The Selection Committee may conduct formal interviews with the short-listed firms and based on the results of the process to this point, the highest ranked firm(s) may be invited to make a presentation to the Selection Committee.
2. The Selection Committee will complete the final evaluation and rank the firms as set forth in Section E below, in order to identify up to two (2) firms whose professional qualifications and proposed services are deemed most meritorious per Virginia Code §2.2-4301.

D. SUBMITTAL REQUIREMENT

1. **GENERAL INSTRUCTIONS:**

- a. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original hardcopy, one (1) original electronic copy on CD in .pdf format and six (6) copies of the original hardcopy are to be submitted in a sealed envelope bearing the company name, mailing address, the RFP name, the RFP number, the date and the time due mailed or delivered to: City of Winchester, Finance Department - Purchasing Division, 15 North Cameron Street, 1st Floor-Rouss City Hall, Winchester, Virginia 22601. No other distribution of the proposal shall be made by the offeror. Offerors must clearly label the original with the word "ORIGINAL" on the cover and must clearly label all copies with the word "COPY" on the cover.
- b. Late Proposals: It is the responsibility of the firm to insure the Purchasing Agent receives the submittal by the proposal due date and time. Late Proposals will be returned to offeror unopened, if the container is properly identified with the firm's return address.

2. **PROPOSAL PREPARATION:**

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Agent. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall 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. Avoid excessive content and unrelated work samples.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - e. Limit your Proposal to a maximum of thirty (30) total pages. Thirty pages shall include: **ALL** exhibits, appendices, resumes, letters, attachments, and enclosures. Dividers are allowed and will not count towards your thirty pages.
 - f. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subjected to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to the public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.24342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. PART I - SUBMITTAL CONTENT: Proposal Submittal shall contain the following information presented in the following order:
- a. List of the five (5) most relevant references within the last five (5) years, including: short descriptions, dates and client references (include client contact person, address and phone number), preferably government agencies.
 - b. Summarize qualifications of key individuals to be assigned to the work. Full resumes may be attached as an appendix. Information and/or resumes must exhibit qualifications and experience of the individual in the type of work to be conducted with emphasis on services similar in nature to those expected.
 - c. Provide a short description or brochure explaining your organization's history, structure and culture.
 - d. List the outside services to be used. Describe the anticipated scope of services by sub-consultants and how they will be coordinated. Specific names of sub-consultants are preferred at this time. The intent of this section is to ascertain what outside services the firm will require.
 - e. Provide documentation that the firm is licensed under the applicable laws of the Commonwealth of Virginia and the City of Winchester. Foreign (out of state) corporations desiring to transact

business in the Commonwealth of Virginia must register with the State Corporation Commission in accordance with Title 13.1 of the Code of Virginia. Proof of registration, or proof of application for such registration, should be provided with the proposal.

- f. Complete Attachment A-Contractor Data Sheet.
 - g. Detail your operations plan for each Special Event, including staffing, volunteers, logistics, etc.?
 - h. Describe your quality assurance and safety procedures. How will they be implemented for all special events?
 - i. Explain how your firm will manage the advertising campaign and ensure quality promotions.
 - j. Present to the City your plan on how to make the Proposed Events, listed in Section B, revenue neutral, or maximize the return on investment.
 - k. Complete Attachment B, C, D, E, F, G and H (pricing sheets for each Proposed Event). All additional fees that are not listed and may be applicable during the term of the contract shall be outlined, i.e. additional tents, etc. No extra charges or fees will be allowed without written consent of the City Manager.
 - l. Aside from the Proposed Events, listed in Section B, please provide a detailed description of additional events that may be considered by the City of Winchester, including all expenses and revenue streams.
 - m. Verify that required insurance coverage is available (*insurance certificates need not be submitted until the award stage*).
4. **PART II - SUBMITTAL CONTENT**
 Part II will consist of three sections:
- a. Presentation by Firms and Formal Interview (Optional). Summarize the capabilities of the firm to meet the needs of the City. Presentation should depict how staff will be organized to accomplish the work and where they will be located. Demonstrate the availability of resources for the successful completion of the services. Question and Answer period.
 - b. Identify any requested Amendments to the Standard Agreement.

E. EVALUATION CRITERIA

Each member of the Selection Committee will individually evaluate each firm on the basis of the following criteria. The Purchasing Agent will then develop a composite ranking of each firm and rank the firms from first to last.

PART I - Evaluation Criteria	Score (Pts.)
▪ Experience and qualifications of key individuals to be assigned to the work.	15
▪ Qualifications and experience of the firm in performing requested services.	20
▪ Familiarity and knowledge local government needs and requirements.	15
▪ Firm's demonstrated understanding and methodology of the tasks and quality assurance approach and procedures. Ability to meet time requirements and budget.	20
▪ Firm's pricing schedule and cost of services (Purchasing Agent will score)	20

- Degree of firm's capability to perform tasks in-house 5
- Overall quality and completeness of proposal 5

PART II - Evaluation Criteria

- Final adjustments to Part I criteria may be made by each member of the Selection Committee upon conclusion of the interview.
- References: Three (3) references may be reviewed before the Selection Committee selects up to two (2) firms to begin negotiations.

Compensation: Offeror will not be compensated for the cost of proposal preparation whether or not an award is consummated.

Investigations: The Selection Committee may make such reasonable investigations, as it deems proper and necessary to determine the ability of the firm to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the firm’s physical premises prior to award to satisfy questions regarding the firm’s capabilities.

F. QUESTIONS

Questions regarding this solicitation must be submitted in writing at least five (5) days prior to the proposal due date. The Purchasing Agent will issue a written addendum to any inquiries that alter the scope of the proposal. All other contacts with City personnel concerning this solicitation are discouraged. Submit inquiries to:

Steven Corbit
Purchasing Agent
City of Winchester
15 N. Cameron St
Winchester, Virginia 22601
540-667-1815 Ext. 1477
scorbit@ci.winchester.va.us

G. SPECIAL TERMS AND CONDITIONS:

1. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City of Winchester may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the City of Winchester determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the City of Winchester, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.
3. **RENEWAL OF CONTRACT:** This contract may be renewed by the City of Winchester for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the City of Winchester’s intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

If the City of Winchester elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Service category (Table 4) of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

If during any subsequent renewal periods, the City of Winchester elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Service category (Table 4) of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

4. **COOPERATIVE PROCUREMENT:** Any successful Bidder/Offeror, may at his sole discretion, allow any public body, locality, authority, agency, and school board of the Commonwealth to participate in the Invitation to Bid for the purpose of combining requirements to increase efficiency or reduce administrative expenses.
5. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Winchester will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Winchester or any agency or institution of the Commonwealth has purchased or uses its products or services.
6. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (120) days. At the end of the (120) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
7. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
8. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent or designee. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Purchasing Agent, or designee the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the City of Winchester. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the City to evidence the City's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
10. **QUANTITIES:** Quantities (lots) set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
11. **INSPECTION:**
 - a. All material and workmanship may be subject to inspection, examination, and test by the owner and its representative at any and all times prior to, during, and after special events. The representative shall have the authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.

12. **SUPERINTENDENCE BY CONTRACTOR:**
- a. The contractor shall have a competent event coordinator, satisfactory to the owner, on each event at all times during the progress of the work. The contractor shall be responsible for all special event means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
 - b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
 - c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.
13. **ACCESS TO EVENT/WORK:** The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper equipment, materials, and facilities for access and inspection.
14. **USE OF CITY PREMISES AND REMOVAL OF DEBRIS:**
- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - b. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
 - c. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to City property except by proper previous arrangement with the owner.
15. **PROTECTION OF PERSONS AND PROPERTY:**
- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may be affected by the contractor's operation in connection with the work.
 - b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 - c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
 - c. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

16. **TASK ORDERS:** In concert with this section, the Contractor will provide a written proposal, in the form of a Proposed Task Order consisting of a Work Plan, level of effort (person-hours) and schedule for each Task Order requested by the OWNER. Task Orders shall be structured into four steps. At the City's sole discretion, additional steps, i.e. demonstrations and more, may be necessarily incorporated into this process to secure the Task Order. The procedures for individual Task Orders shall be as follows:

Step 1: The Contractor shall be notified by the OWNER of the scope of a particular task to be performed, whereupon the Contractor and OWNER shall mutually develop a description of the Task Order Project.

Step 2: The Contractor shall prepare a written Proposed Task Order stating the scope of services within the Work Plan; the schedule; estimated person-hours per phase by category, Contractor's Consultant costs and other direct costs; a list of materials and resources required of the OWNER, and the estimated not-to-exceed fee.

Step 3: Following negotiations and OWNER's approval of the Proposed Task Order, the Task Order will be numbered, and a Purchase Order shall be issued by the OWNER, signifying the approval of the Task Order and constituting the notice to proceed with the work. No work is authorized until the Contractor has been issued a numbered Purchase Order. Work performed prior to such issuance shall be performed at the FIRM's risk.

Step 4: The Contractor shall advise the OWNER of the progress of the work on a monthly basis. Changes or modifications in the Work Plan, which will affect the fee and/or schedule, shall be brought to the attention of the OWNER as soon as the Contractor recognizes the change within the monthly report under "variances" and thereafter in a written Proposed Amendment to the Task Order. Additional work effort beyond the agreed upon Work Plan or schedule shall be authorized by the OWNER in writing, in advance.

H. CITY OF WINCHESTER REQUIRED GENERAL TERMS AND CONDITIONS:

1. APPLICABLE LAWS AND COURTS
2. ANTI-DISCRIMINATION
3. ETHICS IN PUBLIC CONTRACTING
4. IMMIGRATION REFORM AND CONTROL ACT OF 1986
5. DEBARMENT STATUS
6. ANTITRUST
7. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
8. CLARIFICATION OF TERMS
9. PAYMENT
10. PRECEDENCE OF TERMS
11. QUALIFICATIONS OF BIDDERS OR OFFERORS
12. TESTING AND INSPECTION
13. ASSIGNMENT OF CONTRACT
14. SEVERABILITY
15. CHANGES TO THE CONTRACT
16. DEFAULT
17. TAXES
18. USE OF BRAND NAMES
19. TRANSPORTATION AND PACKAGING
20. INSURANCE
21. ANNOUNCEMENT OF AWARD
22. DRUG-FREE WORKPLACE
23. NONDISCRIMINATION OF CONTRACTORS
24. AVAILABILITY OF FUNDS
25. LICENSES AND PERMITS
26. TERMINATION
27. HOLD HARMLESS

These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by the City of Winchester for procurements that are subject to the Winchester City Code unless changed, deleted or revised by the City Attorney.

1. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute following the Winchester City Code, Chapter 21-61. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
2. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City of Winchester that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious Contractor, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
5. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town or City from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Winchester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Winchester under said contract.
7. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official City form provided for that purpose may be a cause for rejection of the bid/proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/proposal; however, the City of Winchester reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal.
8. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent, or designee.
9. **PAYMENT:**
 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted, or actual services performed shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the City contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which department is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Winchester shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
 2. **To Subcontractors:**
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City of Winchester for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City of Winchester, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to

each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Winchester.

10. **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
11. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City of Winchester may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City of Winchester all such information and data for this purpose as may be requested. The City of Winchester reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City of Winchester further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City of Winchester that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
12. **TESTING AND INSPECTION:** The City of Winchester reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
13. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Winchester.
14. **SEVERABILITY OF CONTRACT:** In the event that any provision shall be adjudged or decreed to be invalid, 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.
15. **CHANGES TO THE CONTRACT:**
 1. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars (\$10,000), whichever is greater, without the advance written approval of the City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer (Winchester City Code 21-44).
 2. Changes can be made to the contract in any of the following ways:
 - a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The City of Winchester may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City of Winchester a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City of Winchester's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City of Winchester with all vouchers and records of expenses incurred and savings realized. The City of Winchester

shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Winchester within thirty (30) days from the date of receipt of the written order from the City of Winchester. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Winchester Code. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City of Winchester or with the performance of the contract generally.

16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Winchester, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Winchester may have.
17. **TAXES:** Sales to the City of Winchester are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
18. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City of Winchester to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
19. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
20. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of Winchester of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Winchester must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2010, as follows:
July 1, 2009 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Firm	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

21. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Agent will publicly post such notice on the City of Winchester's web site (www.winchesterva.gov/purchasing) for a minimum of 10 days.
22. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

23. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
24. **AVAILABILITY OF FUNDS:** In the event that funds are not appropriated for this Contract for any City fiscal year, following the City's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the City providing written notice to the Contractor prior to the date of termination. The City shall not consider termination of the Contract pursuant to this section default. Upon such termination, the City shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.
25. **LICENSES AND PERMITS:** Contractors will be responsible for all licenses and permits, if required. Any person, firm, or corporation responding to this invitation to bid which is required to have a current and valid City of Winchester business license and, in fact, does not, will not be considered a "responsive bidder" as such term is defined by the Code of Virginia §2.2-4301, as

amended. Any bid received from such an entity may be rejected, at the City's sole option, for that reason alone. In addition, the successful bidder or offeror will be required to produce affirmative evidence, satisfactory to the Purchasing Agent, or designee that it has such a license, or is not required to have such a license, prior to approval and execution of any contract to perform the work herein described.

26 **TERMINATION:**

- a. Termination for Convenience: The City may terminate a contract, in whole or in part, whenever the parties determine it to be in their best interest, without showing cause, upon giving ten (10) days written notice to the vendor.
- b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City. The Vendor will be paid for work satisfactorily performed prior to termination.

- 27 **HOLD HARMLESS:** Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the City, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.



City of Winchester, Virginia

Office of the City Attorney
Rouss City Hall
22601
540-667-1815
Fax: 667-2259

I. CONTRACT #200806

THIS CONTRACT WAS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2011, BY AND BETWEEN _____, F.I.N. OR S.S. NUMBER _____ (“CONTRACTOR”), AND THE **CITY OF WINCHESTER, VIRGINIA**, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA (“CITY”).

WHEREAS, THE CITY HAS PREVIOUSLY ISSUED REQUEST FOR PROPOSAL 200806 (RFP #”200806”), DATED SEPTEMBER 13, 2011, TO PROVIDE SPECIAL EVENT PROMOTION AND RELATED SERVICES, AS MORE FULLY DESCRIBED AND REQUESTED IN THE RFP, AND;

WHEREAS, CONTRACTOR HAS SUBMITTED A PROPOSAL IN RESPONSE TO THE RFP DATED 2011, SIGNED BY _____ WHICH STATES QUALIFICATIONS, SERVICES AND NEGOTIATED PRICING ASSIGNED TO THE CITY.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. THE CONTRACTOR SHALL PROVIDE THE CITY THE SERVICES OUTLINED IN RFP #200806, WHICH IS INCORPORATED IN ITS ENTIRETY HEREIN BY REFERENCE. THE CITY SHALL PAY THE CONTRACTOR THE ASSIGNED PRICE SCHEDULE. THE CONTRACTOR SHALL FORWARD AN INVOICE FOR SUCH WORK TO THE OTDB EXECUTIVE DIRECTOR ON OR ABOUT THE FIRST AND FIFTEENTH DAYS OF EACH MONTH DURING THE TERM OF THIS CONTRACT. THE CITY SHALL PAY SUCH INVOICE IN ACCORDANCE WITH THE PROMPT PAYMENT ACT PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
2. THE TERM OF THIS CONTRACT SHALL BE A PERIOD FIVE (5) YEARS FROM DATE OF AWARD. THE CITY RESERVES THE RIGHT TO CANCEL AND TERMINATE THIS CONTRACT, WITHOUT PENALTY, UPON TEN (10) DAYS WRITTEN NOTICE TO CONTRACTOR. THE PARTIES UNDERSTAND AND AGREE THAT THE CITY, AT ITS SOLE OPTION, MAY RENEW THIS CONTRACT FOR FOUR (4) ADDITIONAL TWELVE (12) MONTH PERIODS.
3. **APPLICABLE LAW AND VENUE:** THE PARTIES AGREE THAT THIS CONTRACT FOR SERVICES SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. ANY DISPUTE ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT SHALL BE RESOLVED OR OTHERWISE LITIGATED IN THE CIRCUIT COURT FOR THE CITY OF WINCHESTER, VIRGINIA OR THE FOURTH CIRCUIT FEDERAL DISTRICT COURT IN HARRISONBURG, VIRGINIA.

4. IF ANY PROVISION OF THIS AGREEMENT IS FOUND TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THAT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT.

5. THE CONTRACTOR HAS, AT THE TIME OF ITS EXECUTION OF THIS CONTRACT, PROVIDED THE CITY WITH A CERTIFICATE OF INSURANCE SHOWING THAT IT HAS CURRENTLY IN FORCE ALL OF THE INSURANCE REQUIRED BY RFP #200806. CONTRACTOR COVENANTS THAT SUCH CERTIFICATE SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE TERM OF THIS CONTRACT, AND THAT IT WILL PROMPTLY NOTIFY THE CITY IN THE EVENT, SUCH INSURANCE IS NO LONGER IN EFFECT FOR WHATEVER REASON.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS INSTRUMENT ON THE DATE INDICATED BELOW, WITH ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO CONTRACTOR AND ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO THE CITY.

CONTRACTOR:

CITY OF WINCHESTER:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT A

CONTRACTOR'S DATA SHEET

1.) General:

- a. FIN or FEI Number: _____ if Company, Corporation, or Partnership
- b. Social Security Number _____ if Individual.
- c. How many years has your organization been in business as a Special Event Promoter?

- d. How many years has your organization been in business under its present name?

- e. List the states and licensures in which your organization is legally qualified to do business? _____
- f. *Debarment/Suspension List:* Firms shall confirm in writing that they are not currently on any debarment or suspension list of any local, state or federal government. Any firm found to be listed shall be rejected as non-responsive.

2.) Number of Employees – Bidders shall indicate below the number of employees who will be available to perform the services for the City as specified herein: _____

3.) Resources, Equipment and/or Tools – In the space provided below, Bidders shall indicate the type of systems to be used, software, equipment, automobiles, and tools available to perform the services specified herein (if a Bidder already has an inventory list, then you may attach it with your Bid to satisfy this requirement):

4.) Response Time – Offeror will provide qualified personnel and resources required to perform work/services as specified. Business is located (check one)

- | | |
|--|--------------------------|
| _____ within the City of Winchester | _____ within 10 miles |
| _____ within 11-25 miles | _____ within 26-50 miles |
| _____ other; within _____ miles of the City limits | |

ATTACHMENT B

**Price/Rate Schedule
WINE AND MUSIC FESTIVAL**

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: WINE AND MUSIC FESTIVAL

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
	Principal:	_____	x	_____	=	_____
	Laborer:	_____	x	_____	=	_____
	Event Coordinator:	_____	x	_____	=	_____
	Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT C

**Price/Rate Schedule
BEER & ALE FESTIVAL**

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: BEER & ALE FESTIVAL

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
	Principal:	_____	x	_____	=	_____
	Laborer:	_____	x	_____	=	_____
	Event Coordinator:	_____	x	_____	=	_____
	Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid

ATTACHMENT D

**Price/Rate Schedule
SIP & STROLL**

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: SIP & STROLL

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
	Principal:	_____	x	_____	=	_____
	Laborer:	_____	x	_____	=	_____
	Event Coordinator:	_____	x	_____	=	_____
	Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT E

Price/Rate Schedule
TASTE OF OLD TOWN

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: TASTE OF OLD TOWN

EVENT LOCATION: _____

A. LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
Principal:	_____	x	_____	=	_____
Laborer:	_____	x	_____	=	_____
Event Coordinator:	_____	x	_____	=	_____
Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT F

**Price/Rate Schedule
COMEDY SHOWS**

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: COMEDY SHOWS

EVENT LOCATION: _____

A. LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
Principal:	_____	x	_____	=	_____
Laborer:	_____	x	_____	=	_____
Event Coordinator:	_____	x	_____	=	_____
Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:
Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)
Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):
Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):
\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT G

**Price/Rate Schedule
KIDS EXERCISE EVENT**

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: KIDS EXERCISE EVENT

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
	Principal:	_____	x	_____	=	_____
	Laborer:	_____	x	_____	=	_____
	Event Coordinator:	_____	x	_____	=	_____
	Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.

ATTACHMENT H

**Price/Rate Schedule
WINCHESTER DAYS**

Amounts must be shown in both words and numerals. In case of discrepancy, amount shown in words will govern.
All bidders shall fully complete this form or shall be considered non-responsive. If a charge does not apply, then enter \$0.00

EVENT: WINCHESTER DAYS

EVENT LOCATION: _____

A.	LABOR HOURS:	QTY:		LABOR RATE:		TOTAL COST:
	Principal:	_____	x	_____	=	_____
	Laborer:	_____	x	_____	=	_____
	Event Coordinator:	_____	x	_____	=	_____
	Volunteers:	_____	x	<u>N/A</u>	=	_____

B. ADVERTISING CAMPAIGN:

Advertising Expenses: \$ _____, And in Words: _____

List out media campaign:

C. OPERATIONAL EXPENDITURES (stage, lights, fencing, portable toilets, permits, excl. advertising)

Firms Operating Expenses: \$ _____, And in Words: _____

List out equipment needed:

D. OPERATIONAL REVENUE (sponsorship, ticket sales, endorsements, advertising, etc.):

Firm's Revenue: \$ _____, And In Words: _____

List our Revenue Sources:

E. TOTAL EVENT COST TO THE CITY (A+B+C-D):

\$ _____, And In Words: _____

Please list additional information & unit cost items, i.e. additional tents, on the back of this form or under separate cover sheet.

By submitting a proposal, bidder acknowledges that he completely understands all Scope of Work, Service Specifications, and the General Conditions and Instructions to Bidders. Failure to completely fill out the Bid Sheet will result in a non-responsive bid.



September 16, 2015

AMENDMENT NO. 02

CONTRACT TITLE: Special Event Promoter

CONTRACTOR
USA Sports & Marketing Services, LLC.

CONTRACT NO.
200806

By mutual agreement, Contract #200806 awarded and executed on October 12, 2012 is amended to reflect the following:

1. The Contractor shall provide Task Orders electronically for proposed events for 2016, to the Contract Administrator, by October 31, 2015.
2. The Contractor must include, in the Task Order, any changes to planned events and any impact to the event budget.
3. The Contractor shall collect the email addresses from ten percent (10%) of the participants of each event and submit a list, of the collected email address, in an electronic format, to the Contract Administrator, no later than seven (7) days after each event.
4. The Contractor shall submit, to the Contract Administrator, a typed, electronic report, containing the results of the marketing and participant satisfaction surveys, collected at each event, comparing current and historical survey data for each event.
5. The Contractor shall place the Old Town logo and Old Town event logos above any logos including, but not limited to, sponsor logos, in all advertising.
6. The Contractor shall not place or use a sponsor's name or logo in the name of an event.
7. The Contractor shall incorporate the Old Town Winchester brand colors, fonts and style for all promotional items and visual advertisements.

ACCEPTANCE:

BY: _____
(Signature)

(Title)

(Printed)

(Date)

Michael Marzullo
Purchasing Agent

DISTRIBUTION:

File: Contract #200806

Special Event Contracted Events 2013 & 2014

Event	2013 Expense	2013 Revenue	Revenue Dollars from Sponsorship & Advertising	2014 Expense	2014 Revenue	Revenue Dollars from Sponsorship & Advertising	Media Value and In-kind Contributions	Overall parking revenue increase since 2012	Attendees 2013	Attendees 2014
KidzFest				\$ 8,077	\$ 10,325	\$ 7,733	\$ 19,000	\$ 782		4,000
Movies on the Mall (\$ only)				\$ 2,801	\$ 2,750	\$ 2,750			1,400	2,000
FNL June	\$ 23,965	\$ 7,692	\$ 5,410	\$ 14,528	\$ 14,532	\$ 10,252	\$ 52,000	\$ 842	2,000	3,000
FNL July	\$ 19,056	\$ 7,015	\$ 4,014	\$ 12,960	\$ 14,856	\$ 10,842	\$ 51,000	\$ 781	1,500	3,000
FNL August	\$ 20,273	\$ 7,555	\$ 4,232	\$ 13,442	\$ 14,321	\$ 12,301	\$ 51,000	\$ 345	2,500	2,500
Rockin Independence Eve	\$ 8,258	\$ 5,752	\$ 5,602	\$ 12,809	\$ 13,944	\$ 12,519	\$ 42,225	\$ 1,185	5,000	4,000
Salute to the Troops	\$ 7,994	\$ 5,555	\$ 5,405					\$ 247	1,000	n/a
Downtown Tailgate	\$ 20,990	\$ 20,991	\$ 13,583	\$ 26,730	\$ 30,329	\$ 24,436	\$ 58,225	\$ 825	3,000	1,500
OctoBeerfest	\$ 23,953	\$ 44,602	\$ 29,120	\$ 27,792	\$ 43,779	\$ 30,779	\$ 50,000	\$ 815	4,000	3,000
Holly Jolly				\$ 800	\$ 1,000	\$ 1,000		\$ 304	300	600
Sunday Jazz				\$ 2,010	\$ 2,750	\$ 2,750	\$ 8,000			350
TOTALS:	\$ 124,488	\$ 99,161	\$ 67,366	\$ 121,950	\$ 148,586	\$ 115,361	\$ 331,450	\$ 6,126	20,700	23,950

Costs do not reflect the contracted retainer costs for event coordination, marketing, promotion and branding.

	Retainer Costs
FY13	\$ 52,200
FY14	\$ 70,905
FY15	\$ 72,708
FY16	\$ 74,532

Total Revenue

\$11,616.89 (Event gross revenue before 2015 Season Expenses as of 2/27/15)
49.80% Total percentage increase of revenue from 2013 to 2014

15.70% Total increase in attendance at event from 2013 to 2014

Additional information was collected to assess the economic impact to downtown businesses looking specifically at spending at downtown restaurants.

Downtown Meals Tax Revenue:

Tax Collected 2012: \$487,458

Tax Collected 2013: \$589,585

Tax Collected 2014: \$817,409

INCREASE IN TAX COLLECTED (2014 v. 2013): \$227,870

(Numbers on this sheet are approximates)

Downtown Meals Spending:

\$ Spent 2012: \$9,749,171

\$ Spent 2013: \$11,791,709

\$ Spent 2014: \$14,764,827

INCREASE IN \$ SPENT (2014 v. 2013): \$2,974,029