This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.
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INTRODUCTION

The Town of Front Royal, Virginia is issuing a Request for Proposal for a Destination Marketing Organization to serve both the Town of Front Royal (the Town) and the County of Warren (the County), Virginia, both in their capacities as political subdivisions of the Commonwealth of Virginia. All qualified firms / individuals are encouraged to submit a proposal.

Seeing the immense tourism potential, the Town and the County have combined our tourism dollars, an estimated $400,000, and focus as we seek to become a premier tourism destination on the East Coast attracting both DC metro day-trippers, multi-day regional visitors and beyond. It is our belief that effective destination marketing is based on solid research, progressive visioning, and the development and execution of an actionable tourism strategy resulting in community pride and economic return. In order to accomplish this goal, we are requesting Proposals to garner professional services for tourism development, coordination, and destination management.

PROPOSAL PROCESS

The proposal process will consist of two phases:

Phase I encompasses the issuance of the RFP, receiving proposals and the review process.

Phase II of the process will be the selection of firms to participate in a more comprehensive review in which additional information may be requested and an oral interview conducted with selected firms / individuals.

Each Phase will involve consideration by representatives of the Town, The County, and the related Front Royal / Warren County Joint Tourism Committee.

At the conclusion of the evaluation process, a successful applicant may be chosen. The performance period for this Firm Fixed Price contract will begin 30 days after the award. This initial contract term shall be awarded by the Town of Front Royal for twelve (12) months and may have the option to renew if a contract modification is made for up to three (3) additional 12 month periods for a total of four (4) years. In subsequent years thereafter, a Joint Tourism Board will be formed to be the primary fiduciary and fiscal agent for the Town and County for tourism.

QUALIFIED FIRMS / APPLICANTS

In order to be considered, applicants must meet the following minimum requirements:

- Proven track record in Destination Marketing, Tourism, Destination Management, and or Convention Visitor’s Services.
- Organizational financial health and stability.
- Organizational independence and objectivity: Current / Past relationships or financial interests with any Town/County elected official or manager must be disclosed).
- Good legal and community standing.
PURPOSE
The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of services from a qualified firm, firms, or individual with demonstrated competency to implement, initiate and administer comprehensive destination marketing and tourism that provide revenues to business entities and promote responsible economic growth for the Front Royal and Warren County community. The successful offeror will be the primary responsible party to lead and develop tourism for the community.

COOPERATIVE CONTRACTING
This solicitation is being conducted in accordance with the provisions of Virginia Code § 2.2-4304. This clause is intended to allow the successful Contractor to offer the goods and services requested in this solicitation to other public bodies. Offering to sell goods and services to other jurisdictions is voluntary on the Contractor’s part. A public body’s participation in the contract is also voluntary. Failure to offer the terms and conditions of the contract to other jurisdictions neither disqualifies a bidder nor adversely affect the award of the contract. The successful Contractor must deal directly with a participating public body concerning placement of orders, issuance of Purchase Orders, contractual disputes, invoices, and payments. In no event shall the Town, its officials or staff be responsible for any costs, damages, or injury as a result of any Town contract extended to a public body by the successful Contractor. The Town acts only as the “Contracting Agent” for this contract. The Town assumes no responsibility for any notification of the availability of the contract for use by other public bodies. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Any participating public body has the option of executing a separate contract with the successful Contractor. Contracts entered into with a participating public body may contain general terms and conditions unique to that public body. If, when preparing such a contract, the general terms and conditions of the participating public body are unacceptable to the successful contractor, the Contractor may withdraw its extension of the contract to that participating public body.

BACKGROUND
Warren County, Virginia, is located approximately one hour west of Washington DC. with an area of 217 square miles and a population of over 40,000 residents. The Town of Front Royal, Virginia is located within the County and is its largest and most commercial entity with an area of 10.5 square miles and a population of over 15,000 residents. Combined, our area is uniquely positioned as it can be accessed by two major transportation corridors (I-81 and I-66) and has numerous tourism assets to include breathtaking natural attractions such as the Blue Ridge and Massanutten Mountain ranges, the north entrance to the Shenandoah National Park and Skyline Drive, Shenandoah River State Park, Appalachian Trail access, George Washington National Forest, great biking, hiking fishing, boating, canoeing, kayaking, and hunting opportunities, miles along and above the convergence of the two Forks of the Shenandoah River (“Shenandoah” is a Native American word meaning “Daughter of the Stars”) plus miles along the main Shenandoah River, significant historical and cultural treasures, numerous and beautiful County parks, a vast array of
restaurants, wineries, breweries, five golf courses, a unique urban Civil War battlefield, beautiful caverns, and one-of-a-kind retail establishments.

STATEMENT OF NEEDS

The firm, firms, or individual awarded the Destination Marketing Organization contract shall furnish all labor and materials to provide:

1) Tourism Leadership, Management and Coordination

   • Provide a single point of contact for tourism for Front Royal. Destination Marketing Organization promoting a compelling vision and brand.

   • Provide focused and effective leadership / stewardship accomplishing responsible and sustainable economic growth.

   • Conduct yearly planning sessions with County Officials, Town Officials, and the Tourism Committee (Board) to define/refine the tourism vision and brand.

   • Employ and manage a staff and direct third-parties to provide high quality and targeted tourism services and deliverables.

   • Manage allocated tourism funding in the most ethical, economical, and efficient way.

   • Provide quarterly and yearly updates to Town and County governing bodies.

2) Research

   a. Conduct local research to uncover the community’s unique needs

   b. Conduct primary and secondary research to apply unique and best practices in tourism that meet requirements.

   c. Present research as a basis to guide sound tourism decision making and educate community leaders and stakeholders.

3) Local Engagement and Listening

   a. Engage the community to participate, provide feedback and help shape tourism objectives. The needs of all stakeholders should be considered with an eye on driving responsible economic growth while unleashing the potential of what the community has to offer visitors. This work should be done in an ongoing and seamless way.

4) Visioning

   a. Reconcile the visioning work of the past and lead the effort to refine our vision and brand. Help to communicate and embed this vision and brand in all tourism marketing and activities.
b. Promote the vision within the community to drive a united front on who we are and what we have to offer.

5) Destination Marketing Strategy and Actionable Plan

a. Create an actionable marketing strategy and yearly plan which will be approved by the Town, County and Tourism Committee (Board) and will guide tourism work quarter-to-quarter

b. The strategy will be multi-faceted and provide a framework for all activities.

c. The plan will be funded through associated task orders and progress will be determined by measuring accomplishment of the plan and the intended outcomes.

6) Content Creation

a. Create marketing content that is original, timely, relevant, and utilized daily or multiple times per week.

b. Content will include various media methods (video, photographic, and written content) and will be compelling and visually appealing.

c. Content will be authentic and organic and will clearly convey the positive, real, and unique experiences of those that live and visit here.

7) Social Marketing Media

a. Manage all tourist related Social Media assets (e.g., Facebook, Instagram, Twitter, Google, etc.) and respond in real-time to inquiries and comments during set business hours.

b. Social Marketing Media will be baselined and measured to ensure progress against goals.

8) Website Development and Management

a. Manage the ongoing development of the “discoverfrontroyal.com”.

b. Responsible for all content, positioning, branding, etc.

c. Ensure a high level of SEO and website visibility/placement.

d. Track website/google analytics and report on a monthly basis.

9) Graphic Design

a. Produce graphic designs that are original, brand consistent, professional and visually pleasing.
10) Advertising
   a. Determine and execute effective advertising campaigns (social media, print, collaborative, etc..) with measurable returns.

11) Tourism-Based Public Relations
   a. Act as the Public Relations Spokesperson for tourism on County / Town tourism matters interfacing with the press, travel writers, and other entities seeking to highlight or inquire about tourism. This includes the ability to develop, manage and communicate during unfavorable times such as (critical events or disasters).
   b. Work to increase earned media which will be measured and reported on a monthly basis.

12) Visitor Services
   a. **Mandatory**: Provide visitor’s services five (5) days per week to include weekends which shall include concierge-type services and online resources. It is critical that these services be provided with the most effective means and methods and at the most appropriate staffing levels. Offeror’s are required to submit proposals that respond with a scope of work for visitor’s services, however these visitor’s services may or may not be in-person at the Front Royal/Warren County Visitor’s Center.
   b. **Non-Mandatory**: The Front Royal/Warren County Visitor’s Center is located at 414 E Main Street, Front Royal, VA 22630. This physical location may have a separate budget and be a separate concept from the Visitor’s Services described in the above paragraph. Therefore, in the spirit that competition is sought to the maximum feasible degree, the Town encourages firms and individuals to submit proposals that may or may not have experience with providing visitor’s services at physical locations such as a Visitor’s Center.

   Further Details and clarifications: The Town owns the Visitor’s Center Property and shall lease the building to the Independent Contractor for $1.00 annually. Independent Contractor shall pay all utilities.

13) Group Meeting Planning and Coordination
   a. Provide information about services, businesses, attractions, and lodging.
   b. Design multi-purpose or targeted itineraries for large groups. Real-time lodging availability and booking will continue to be done directly through the various lodging vendors. However, the DMO will refer and connect parties together.

14) Grant Writing and Proposal Submission
   a. Research and identify Grant Opportunities. However, Grant writing and grant management will be performed by the Town, County, or (future) Tourism Board.
15) **Community and Business Liaison**

   a. Maintain a high-level of knowledge of all tourism-related businesses. Promote and connect those businesses with the visiting population.

   b. Maintain and promote current and comprehensive materials (portfolio view) of “all we have to offer”.

   c. Engage businesses and help them be active and responsible members in the tourism strategy and process.

   d. Engage the larger community in ambassadorship and volunteerism to promote Front Royal and Warren County and make community pride visible.

**PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

_In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and Five (5) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the Offeror._

**GENERAL PREPARATION INSTRUCTIONS**

1. Proposals shall be signed by an authorized representative of the Offeror.
2. Proposal shall be prepared simply and economically, providing a straightforward concise description of capabilities to satisfy the requirements of the RFP.
3. Proposals shall be organized as follows in the specific instructions.
4. Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
5. Ownership of all data, materials, and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act; however the Offer must invoke the protections of the Code of Virginia, in writing, either before or at the time of the data or other materials submission. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.
6. Initial Discussion/Presentation: Offerors who submit a proposal to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.
SPECIFIC PROPOSAL INSTRUCTIONS

The information requested is used as the basis for developing the proposal evaluation criteria and shall be outlined as follows:

I. Table of Contents
II. Introductory Letter (1-page limit on your company letterhead)
III. Overview of Your Organization (1-page limit)
IV. Answers to the Technical Questions (30-page limit)
V. Budget Requirements /Expenditure Plan / Approach (2-page limit)
VI. Resumes (2-page (per resume) limit)
VII. Other Exhibits (10-page limit)
VIII. Required Signature Pages

TECHNICAL QUESTIONS:

To Develop Your Proposal, please answer the following questions:

1) Describe your / your organization’s expertise in the functions that we have outlined in the Statement of Needs section above.
2) Describe specific tourism or related work that you have done and what successes you have had (please list clients, situation, metrics, and outcomes)
3) Given the fact that our Community has undergone several visioning and branding exercises, but we still do not have a clear vision and brand:
   a. What do you believe is our current vision? In your opinion, what should our vision be to achieve the best outcomes?
   b. What do you believe is our current brand? In your opinion, what should it be to achieve the best outcomes?
   c. How would you efficiently work to solidify both vision and brand?
   d. How would you communicate the refined vision and brand?
4) Describe your unique and differentiating value proposition. What sets you apart from your competition?
5) Describe the extent to which you intend to outsource to third parties
   a. what functions,
   b. under what circumstances
   c. how have you done this in the past
6) Describe your staff and how you work together
   a. Please provide a functional organizational chart
   b. Please provide resumes
7) Given our requirements, what staff would you need to hire?
   a. What competencies / functions
   b. Would this staff be location dependent? If so, describe.
8) Given limited resources, what would be your approach to providing visitor / concierge services?
9) Discuss how you would interface with business owners in the community and what would be your intended outcomes.
10) Discuss how you would interface with residents in the community and what would be your intended outcomes.
11) Describe how you would ensure integrated planning with organizations such as the Economic Development Authority, Town Planning & Zoning Department, County Planning & Zoning Department, Chamber of Commerce, etc.
12) What other organizations would be critical to interface / strategize with?
13) What is your experience and approach in working with other tourism entities, most specifically the Virginia Tourism Corporation (VATC)?
14) Tell us what you believe to be the biggest tourism hurdle(s) we need to overcome and how you would address it/them.
15) On the topic of Social Media Marketing,
   a. Describe what you believe to be the most critical aspects of social media for tourism
   b. Given what you can see of our social media, tell us how you would intend to improve it
16) Describe what you believe to be the most critical aspects of website functionality for tourism
   a. Given what you can see of our website, tell us how you would intend to improve it
17) With limited resources / funding:
   a. What would be your top 3 priorities?
   b. What could wait until future years?
   c. What should not be addressed?
18) Please list 3-5 past clients that can speak to the work / success that you have outlined
19) Please provide examples of your work.
20) Please disclose any potential conflict of interest.
21) Please disclose any other Destination or Tourism client with whom you are currently working.

SUBMISSION

Sealed proposals, subject to the specifications and conditions contained hereto, will be received in the Purchasing Department until 2:00 P.M., THURSDAY, AUGUST 27th, 2020.

Paper Proposals are to be mailed to the Town of Front Royal, ATTN: Alisa Scott, Purchasing Manager, P.O. Box 1560, Front Royal, Virginia 22630. Proposals may also be hand delivered until the scheduled date and time shown above to the Purchasing Department, 102 E. Main Street, Front Royal.

Faxed or emailed proposals shall not be accepted.
The outermost envelope which a proposal and copies is contained therein must be clearly marked “SEALED BID - RFP DESTINATION MARKETING ORGANIZATION”. The Town of Front Royal is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure this its proposal reaches the Town of Front Royal by the designated date and hour.

Any proposal received after the announced time and date of the submittal deadline will not be considered.

Proposals shall be submitted the following address:

    Town of Front Royal
    Attn: Alisa Scott, Purchasing Manager
    PO Box 1560
    102 E. Main Street
    Front Royal VA 22630

**FORMAT**

Please use Times New Roman, 10-point font of larger, normal margins, and double-sided print.

**QUESTIONS**

Questions regarding this proposal will be accepted by **August 20th, 2020 at 2:00 p.m.** and an addendum with questions and responses may be issued. Questions may be sent to Alisa Scott, Purchasing Manager, at ascott@frontroyalva.com with the subject line: Question for RFP Destination Marketing Organization.
EVALUATION CRITERIA
Proposals shall be evaluated by the Town of Front Royal using the following criteria:

Proposals will be evaluated on the following criteria:

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<thead>
<tr>
<th>NUMERICAL VALUE</th>
<th>SCORE</th>
<th>WEIGHT</th>
<th>WEIGHTED EVALUATION</th>
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<td>FIRM’S EXPERIENCE IN SIMILAR TYPES OF SERVICES</td>
<td>1-10</td>
<td>30</td>
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<td>SPECIFIC PLANS &amp; METHODOLOGY (The Offeror’s approach, methodology, and administration of the project to accomplish the statement of needs described in this RFP) as outlined in responses to Technical Questions</td>
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<td>PRICE</td>
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<tr>
<td>REFERENCES FROM OTHER CLIENTS</td>
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<td>TOTAL:</td>
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</table>
REPORTING AND DELIVERY INSTRUCTIONS

A. The independent contractor shall provide the following documentation to the Town for approval by the agency.

B. The independent contractor shall provide weekly/monthly progress report to the Town outlining the following:
   1. The specific accomplishments achieved during the reporting period.
   2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
   3. The projected completion dates for the remaining specific tasks required by the contract.

C. Within thirty (30) calendar days after the award date of the contract, the independent contractor shall furnish a preliminary outline of the organizational structure of the marketing plan to the Town.
   1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
   2. Beneath each topic and subtopic, the independent contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
   3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to ensure the inclusion of all work required by the contract.

D. At least two (2) weeks prior to the submission of the marketing plan, the contractor shall present a preliminary draft of the final marketing plan to the Town. The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to ensure a comprehensive and thorough written study of all work required by the contract.

E. On or before the date specified in the contract, a final marketing plan shall be delivered to the Town for its approval.

F. The independent contractor shall make at least one (1) oral presentation of the final marketing plan to persons or organizations as deemed necessary by the agency.
PRE-PROPOSAL CONFERENCE
An optional preproposal conference will be held at the below address, date, and time. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

OPTIONAL PRE-BID CONFERENCE
TOWN HALL
102 E MAIN STREET
TOWN COUNCIL 2nd FLOOR CONFERENCE ROOM
FRONT ROYAL, VA 22630
2:00 P.M. AUGUST 19TH, 2020

GENERAL TERMS & CONDITIONS

AWARD OF CONTRACT OR CONTRACTS
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 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 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 Town reserves the right to make multiple awards as a result of this solicitation. The Town 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 Town determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The 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.

TERM OF CONTRACT
This Contract shall be in effect beginning with the date of the final signature on the contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) through twelve (12) months with the option of three (3) one-year renewals on the anniversary date, if agreed to by both parties, for a maximum total contract period of four (4) years, in accordance with the enclosed statement of needs and terms. Written notice of the Town’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

AUDIT
The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is
sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**ETHICS IN PUBLIC CONTRACTING**
By submitting their proposal, all Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**LICENSES AND PERMITS**
The Offeror agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity requested within this RFP; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

**DEPENDENT CONTRACTOR**
The Offeror understands and agrees that the relationship of the Offeror to the Town arising out of the Contract shall be that of Independent Contractor. It is understood that the Offeror, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits. The Offeror shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

**SERVICES RENDERED**
The Independent Contractor shall perform all services to be rendered pursuant to the Contract at the location specified above. The Independent Contractor agrees to maintain all facilities and equipment used by Independent Contractor under the Contract in clean, sanitary, and safe condition and free from defects of every kind.

**TAXES**
The Independent Contractor shall pay all County, Town, State and Federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the Town of Front Royal and the Independent Contractor, as the taxes shall be solely an obligation of the Independent Contractor and not the Town, and the Town shall be held harmless for same by the Independent Contractor. The Town of Front Royal is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate indicating the Town’s exempt status will be furnished by the Town of Front Royal upon request.
**BUSINESS LICENSE REQUIREMENT**
If a business is in the Town of Front Royal, it is unlawful to conduct or engage in that business without obtaining a business license.

**COMPLIANCE WITH FEDERAL IMMIGRATION**
The Independent Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**COMPLIANCE WITH STATE LAW**
The Independent Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

**TERMINATION FOR CAUSE**
The Contract may be terminated by the Town upon fifteen (15) days written notice to the Independent Contractor to the address first named above in the event of substantial failure or default of the Independent Contractor to perform in accordance with the terms hereof through no fault of the Town’s.

**TERMINATION FOR CONVENIENCE**
The obligation to provide further services under the Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Independent Contractor shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Independent Contractor is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

**NOTICE**
Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract.

**INSURANCE**
The Independent Contractor shall procure and maintain the general liability insurances shown below, with the Town named as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Independent Contractor is legally liable. The Independent Contractor shall deliver to the Town, upon execution of the Contract, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.
Comprehensive General Liability Insurance, \textit{naming the Town as Additional Insured} \\
Automobile Liability, \textit{naming the Town as Additional Insured} \\
Worker’s Compensation

\textbf{AMOUNT OF INSURANCE REQUIRED} \\
Comprehensive General Liability Insurance - $1,000,000 Minimum per Incident \\
Automobile Liability Insurance - $1,000,000 bodily injury and $1,000,000 property damage \\
Worker’s Compensation – As required by the Commonwealth of Virginia

\textbf{INDEMNIFICATION} \\
The Contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, agents, employees and volunteers against any and all claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations, or expiration of the contract.

\textbf{ASSIGNMENT OF CONTRACT} \\
A contract shall not be assignable by the Independent Contractor in whole or in part without the written consent of the Town.

\textbf{ENTIRE CONTRACT} \\
The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

\textbf{STANDARD OF CARE} \\
The Independent Contractor shall perform the services as described by the Contract expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.
ENFORCEMENT

The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

ANTI-DISCRIMINATION

By submitting their proposal, offerors certify to the Town 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 practice, 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).

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 the requirements of this section.

   d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

   e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin,
religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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 such subcontractor or vendor.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986**
Applicable for all contracts over $10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**DEBARMMENT STATUS**
By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**ANTITRUST**
By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia 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 Commonwealth of Virginia under said contract.

**MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP**
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**CLARIFICATION OF TERMS**
If any prospective offeror has questions about the specifications or other solicitation documents, the prospective 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 buyer.

**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, DEBARMMENT STATUS, ANTITRUST, MANDATORY USE OF STATE 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.

QUALIFICATIONS OF OFFERORS
The Commonwealth 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 Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror’s physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth 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.

ANNOUNCEMENT OF AWARD
Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

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.

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.

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**
The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

   (i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

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

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

**AVAILABILITY OF FUNDS**
It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

**BID PRICE CURRENCY**
Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the
The Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

SPECIAL TERMS AND CONDITIONS

RENEWAL OF CONTRACT

If the Town 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 communication category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Ownership of Data and Documents

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.”

ASSIGNABILITY

Ownership of contract and all data, materials, and documents originating from the contract and/or contract modifications may be transferred from the Town to the Joint Tourism Board.

METHOD OF PAYMENT

The Town shall promptly pay for the completed services or delivered goods described in the Statement of Needs by the required date. The required payment date shall be based upon net 30 terms. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. If the Town fails to make payment by the required payment date, the Town shall pay any finance charges assess by the supplier that
shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

b. Individual Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the Town.

c. Invoices for items ordered, delivered, and accepted shall be submitted by the Independent Contractor directly to Alisa Scott at ascott@frontroyalva.com.

All invoices shall show the applicable Purchase Order number.

d. The Independent Contractor shall monthly furnish an invoice to the Town for services rendered that month. 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 Independent Contractor at the contract price, regardless of which Town department is being billed.

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, Independent Contractors should 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 Town shall promptly notify the Independent Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Independent 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).

To Subcontractors:

a. An Independent Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Independent Contractor’s receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the Town and the subcontractor(s), in writing, of the Independent Contractor’s intention to withhold payment and the reason.

b. The Independent Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Independent Contractor that remain unpaid seven (7) days following receipt of payment from the Town, 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. An Independent Contractor’s obligation to pay an interest charge to a subcontractor cannot be construed to be an obligation of the Town of Front Royal.
PRICING
Provide a non-binding lump-sum price for a twelve-month time period in the Scope of Work.
ATTACHMENT REQUIRED SIGNATURE PAGES
THIS PAGE MUST BE COMPLETED AND RETURNED

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade Secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must identify the data and materials that need such protection prior to submission of such data and material and state the reasons why protection is necessary. Please mark one.

- Yes, the application I have submitted does contain trade secrets and/or proprietary information.
- No, the application I have submitted does not contain any trade secrets and/or proprietary information.

If yes, you must clearly identify below the exact PAGES AND DATA or other materials to be protected and list all applicable page numbers of the Application containing such data or materials:

State specific reasons why protection is necessary:

Note: If you fail to identify the data or other materials to be protected and state the reasons why such protection is necessary in the space provided above, you have not invoked the protection, accordingly, effectively the Application will be open for public inspection consistent with applicable law.
THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED
In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed quotation.

LEGAL NAME & ADDRESS OF FIRM:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

By: ____________________________
Company’s Legal Name Authorized Representative - Signature in Ink

Printed Name: ____________________________

Title: ____________________________

Date: ____________________________

Phone: ____________________________

Email: ____________________________

Fax: ____________________________

In compliance with this RFP, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.
THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information Pursuant to VPPA §2.2-4311.2, the bidder must include the following information: o is a corporation or other business entity with the following SCC identification number:
-OR-_________________________

O is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

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

-OR-

O is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757, § 13.1-1351 or § 50-73.53 or other applicable provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel of offeror to this form.

O NOTE: Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).
I certify the accuracy of this information.

Signed: _________________________ Title: _________________________ Date: _______
Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact**:
   Name: ___________________________ Phone: ___________________________

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   ___________ Years ___________ Months

4. Indicate below a listing of three (3) references for like jobs the Contractor has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

   A.
   Company: ___________________________ Contact: ___________________________
   Phone: ___________________________ Email: ___________________________
   Date of Service: ___________ $ Value: ___________

   B.
   Company: ___________________________ Contact: ___________________________
   Phone: ___________________________ Email: ___________________________
   Date of Service: ___________ $ Value: ___________

   C.
   Company: ___________________________ Contact: ___________________________
   Phone: ___________________________ Email: ___________________________
   Date of Service: ___________ $ Value: ___________

I certify the accuracy of this information.

Signed: ___________________________ Title: ___________________________ Date: ___________________________
THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered in to any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALITIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this ___ day of ______, 2020

________________________________________________________
(Name of Organization)

________________________________________________________
(Title of Person Signing)

________________________________________________________
(Signature)

ACKNOWLEDGEMENT

STATE OF ____________________________

COUNTY OF __________________________

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of ____________________, 2020

________________________________________________________
Notary Public Signature

My Commission Expires: ______________________ (SEAL)
CONFLICT OF INTEREST: The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the offeror’s organizational, financial, contractual or other interest are such that award of the contract may result in the offeror receiving an unfair competitive advantage, or the offeror’s objectivity in performing the contract work may be impaired. The offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to the being awarded, it shall make an immediate and full disclosure in writing to the Town of Front Royal which shall include a description of the action which the offeror has taken or intends to take to eliminate or neutralize the conflict. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (I.E. PROJECT MANAGER).

Dated this ___ day of ________________, 2020

________________________________________
(Name of Organization)

________________________________________
(Title of Person Signing)

________________________________________
(Signature)

ACKNOWLEDGEMENT

STATE OF __________________________

COUNTY OF __________________________

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this ______ day of ____________________, 2020

________________________________________
Notary Public Signature
My Commission Expires: (SEAL)