

REQUEST FOR PROPOSAL

Original Date Issued: Tuesday June 22, 2021

Deadline for Questions: Tuesday July 13,

2021 Closing Date: Tuesday July 20, 2021

Anticipated Award Date: Tuesday, September 7, 2021

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION
777 N Capitol St. NE, Ste. 500
Washington, DC 20002-4201
202.962.3680 | 202.962.3500 (f)
icma.org

Subject: **Request for Proposal, 2023 National Brownfields Training Conference**

The International City/County Management Association (ICMA) is seeking proposals from eligible Respondents to host the 2023 National Brownfields Training Conference. ICMA anticipates awarding one (1) single award a result of this Solicitation. ICMA reserves the right to fewer awards than anticipated above.

Technical questions concerning this solicitation should be directed to the Brownfields Conference Event Administrator Nancy Bennett at schelhornbennett@aol.com with copies to esparks@icma.org and workwithus@icma.org. All contractual questions relating to this solicitation must be submitted to Representative, Grants and Contracts Administration at workwithus@icma.org with a copy to Emily Sparks at esparks@icma.org. Questions are due by July 13, 2021. All communications must include the solicitation title, 2023 National Brownfields Training Conference, in the subject line.

No communication intended to influence this procurement is permitted except by contacting the designated contacts above. Contacting anyone other than the designated contacts (either directly by the Respondent or indirectly through a lobbyist or other person acting on the respondent's behalf) in an attempt to influence this procurement: (1) may result in a Respondent being deemed a non-responsive Respondent, and (2) may result in the Respondent not being awarded a contract.

This solicitation in no way obligates ICMA to award a contract nor does it commit ICMA to pay any cost incurred in the preparation and submission of a proposal.

ICMA bears no responsibility for data errors resulting from transmission or conversion processes.

ICMA appreciates your responsiveness and looks forward to a mutually beneficial business relationship.

Sincerely,

Emily Sparks
Brownfields Conference Director

PURPOSE

ICMA seeks a city throughout the United States to provide lodging, exhibit and meeting space, and related supporting services requested for the National Brownfields Training Conference in the spring or fall of 2023.

ABOUT THE NATIONAL BROWNFIELDS TRAINING CONFERENCE

International City/County Management Association and the U.S. Environmental Protection Agency have been working together to bring you the National Brownfields Training Conference for the past 19 Conferences over 25 years. Offered every eighteen months to two years, the conference is the largest gathering of stakeholders focused on cleaning up and reusing formerly utilized commercial and industrial properties. It is a premier venue for stakeholders and ICMA members to learn, network and grow. The conference moderators, presenters and participants include architects, bankers, developers, environmental/engineering consultants, insurers, investors, lawyers, planners, realtors, research analysts, market analysts, policy makers, non-profit organizations, property owners, community/neighborhood representatives, students/academia, tribal officers and Federal, State and local government officials.

ICMA is the lead non-federal co-sponsor of the conference tasked with managing the logistics, educational content and marketing of the conference.

ICMA's Dun and Bradstreet number is 072631831.

Past History:

2021	December 8 - 11	Oklahoma City Convention Center
2019	December 10 - 13	Los Angeles Convention Center
2017	December 5 - 7	David L. Lawrence Convention Center
2015	September 2 - 4	Chicago Hilton & Palmer House Hilton
2013	May 15 - 17	Georgia World Congress Center
2011	April 3 - 5	Pennsylvania Convention Center
2009	November 16 - 18	Morial New Orleans Convention Center

SCOPE OF WORK

An overview of the National Brownfields Training Conference includes the following:

- 2,000 - 2,500 - Approximate # of attendees, exhibitors and guests
- Stakeholders attend for professional development and networking
- Monday: Set-Up
- Tuesday: Pre-conference workshops
- Tuesday – Thursday: exhibits
- Wednesday - Friday: educational programming

AWARD CRITERIA

General structure of the Brownfields Conference needs are shown below. It is critical to the success of the conference that the city selected has a viable brownfields revitalization program, and that the conference is held in a reasonably priced location. Please provide the following when responding to the RFP as cities will be ranked based on the (8) criteria of:

1. Available Dates

Offerors shall provide the plenary, exhibit, registration, offices and meeting space as required during the following preferred dates in 2023. Should your city have non-holiday need dates in an alternative pattern during the April/May/June or September/October timeframe in 2023, we would consider those as well.

- April 17 - 21, 2023; April 24 – 28, 2023
- May 1 – 5, 2023; May 8 – 12, 2023; May 15 – 19, 2023
- June 5 – 9, 2023; June 12 – 16, 2023; June 19 – 23, 2023; June 26 – 30, 2023
- September 11 – 15, 2023; September 18 – 22, 2023
- October 2 – 6, 2023; October 16 – 20, 2023; October 23 – 27, 2023

2. Available Meeting and Exhibit Space

Please review the attached Brownfields 2023 Meeting Space Needs Excel Spreadsheet for the detailed overview of the plenary, exhibit, registration, office and meeting space needs. Please insert the name of the convention facility and/or hotel and include the name of the projected meeting room under Column A titled Meeting Room Name. It would be helpful to provide a copy of the convention facility meeting space.

- The preferred pattern is:
 - Set-Up: Monday, 8:00 a.m. – 11:59 p.m.
 - Pre-Conference Training: Tuesday
 - Meeting Dates: Wednesday, Thursday and ½ day Friday
 - Tear-Down: Friday, 2:00 p.m. until 11:59 p.m.
- Plenary
 - Accommodate a minimum of 2,200/pp theatre with (5) rounds of 6 in the front of the row for speakers and VIP's. The room will be set with center aisle, 3 side aisles and 2 cross aisles.
 - The facility will need to projected staging to be 40 feet wide x 20 feet deep
 - Green room for 20/pp behind the stage
 - Substantial audiovisual equipment, including projection screens flanking the stage, rigging of delays throughout the room, camera operators and tech tables
 - There is approximately \$3500 in Plenary Session Food and Beverage revenue that will go to the master account.
- Exhibit Hall
 - Minimum of 100,000 sq. ft., preferably 140,000 sq. ft., with direct access to loading docks
 - Must be centrally located to the assigned meeting space and registration
 - Posters, Marketplace as well as Food & Beverage Kiosks and seating inside hall
 - There is approximately \$30,000 in food and beverage revenue that will be billed to the Master Account

- Registration
 - Prefer column free
 - Provide open flow for 2,000 - 2,500 attendees
 - Will need to accommodate up to (11) 6 feet wide registration counters + coat check
 - Must be centrally located to the assigned meeting space and exhibit hall

- Offices
 - (9) offices will be on a (24) hour hold
 - Prefer to place all offices in one central location in close proximity to assigned meeting space and exhibit hall
 - (4) @200 sq. ft. each, (1) @ 700 sq. ft., (2) @1,000 sq. ft. each, (2) @1,500 sq. ft. each
 - Included in these numbers are both a First Aid and Security Office. If your facility offers permanent offices for these, our office needs will be reduced

- Meeting Space
 - (3) Panel Discussions/Town Meeting Conversations @ 150 – 200 /pp each rounds of 10 with head table for 3 and standing lectern on riser
 - (4) Roundtable Conversations @150 – 175/pp each rounds of 10 with head table for 2 and standing lectern on the floor
 - (1) ERF Center Stage @ 250/pp theatre with head table for 2 and standing lectern on riser
 - (1) Film Series @150/pp theatre
 - (1) Topic Talks with 3 areas of 75/pp theatre each with standing lectern on floor
 - (8) Affiliate Meeting Rooms: (2) 75/pp each rounds, (2) 90/pp each classroom, (2) 25/pp each hollow square, (2) 16/pp each conference
 - There is approximately \$50,000 in Affiliate Event food and beverage revenues. Each of the Affiliate Event companies will supply their won form of payment.
 - (10) Regional Open Houses @ 50-300/pp in rounds of 10 with head table for 3 and a standing lectern on riser for those over 150/pp and on the floor for those under. These would be held Tuesday from 4:00 pm – 5:30 pm and can be held at the headquarters hotel if necessary.
 - There is approximately \$25,000 in food and beverage revenue that will go to the master account from the Regional Open Houses. Each of the ROH's will supply their own form of payment.
 - Town Meeting and/or Panel Discussion could be classroom and divided 50% classroom / 50% theatre if necessary rather than rounds

3. Cost Effective Rental and License Fees

Proposals must include the cost, if any, of rental/license fees and any applicable discounts offered.

4. Availability and Location of Proposed Hotel Accommodations

- Offerors shall provide sleeping rooms at the room rates provided beginning three days prior to the **official program dates** and two days following the **official program dates** based on the requirements below.

- All sleeping rooms should be provided at the prevailing Federal lodging rate or lower **or** provide 40% at Federal lodging rate or lower and 60% at a negotiated group rate.
- Please provide room and occupancy tax as well as additional taxes
- Attendees will make their reservations through the official housing agency
- Both government and non-government rates will be commissionable to the official housing agency at 7-10%
- Based on historically strong pick-up and low slippage, hotels will be ranked on ability to offer no attrition
- Guests will be responsible for their room/tax/incidentals upon check-out
- Offerors must utilize ICMA's 2023 National Brownfields Training Conference hotel contract template
- 80% of the guest rooms should be within walking distance of the convention facility
- The headquarter hotel must be connected to, adjacent to, or within 2-block radius of the convention facility
- State the number of guestrooms adjacent, within a 1-2 block radius, within a 3-4 block radius, 5-block or more block radius of the convention facility and their capacity as proposed overflow hotels

2023 Requested City-wide Block

	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
Projecting	0	50	500	1272	1419	1307	272	8	4,828

2021 City-wide Block

	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
Contracted	0	0	87	484	1179	1246	1161	220	4,377

- *Set-up Tuesday, Programming Wed – Sat. Conservative based on Covid*

2019 Block and Pick-Up

	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
Contracted	0	33	361	1171	1325	1246	288	9	4,435
Sold	10	45	440	1197	1257	1163	235	16	4,354
Actualized	10	50	470	1213	1271	1146	222	18	4,406

2017 Block and Pick-Up

	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
Contracted	49	398	1183	1293	1251	391	45	0	4,610
Sold	37	356	1271	1410	1356	307	5	0	4,742
Actualized	29	377	1272	1419	1307	272	8	0	4,684

5. Government Per-Diem

- List the current government per-diem for each set of dates your city can offer availability

6. Surrounding Population Base

- Provide your city or metro area population and the number of people within a day's drive

7. Accessibility and Transportation into the City

- Demonstrate the accessibility of airline flights to offerors city from major cities within the United States. Include the number of nonstop and direct flights
- Provide the availability and cost of public transportation to and from the airport to the convention facility
- State the number of miles and modes of transportation available from the airport to the convention facility

8. Greening Initiatives

- Offerors should provide a copy of their conference facility and/or hotels’ Greening Strategies and Initiatives. We are especially interested in:
 - Do you provide electronic signboards outside each meeting room?
- In addition, offerors must return the attached EPA Green Meetings and Conferences questionnaire. Please respond to all (17) questions.
- Information about EPA voluntary partnerships may be found at: <http://www.epa.gov/partners/index.htm>
- Information pertaining to EPA Meetings initiatives may be found on the internet at: <http://www.epa.gov/oppt/greenmeetings/>

SUBMISSION REQUIREMENTS:

<p>Section 1: Company Profile</p>	<p>Please limit to no more than two pages. CV’s or résumés will not count toward the page limit.</p> <ol style="list-style-type: none"> 1. Provide a description of your business 2. CV’s or résumés of key personnel-in a leading paragraph, please indicate how much time each person(s) will devote to this project and what other projects this person (s) undertake at the same time.
<p>Section 2: Approach</p>	<ol style="list-style-type: none"> 1. Available dates 2. Available meeting & exhibit space 3. Availability and location of proposed hotel accommodations 4. Surrounding population base 5. Accessibility and transportation into the city 6. Greening Initiatives - response to the 17 question greening questionnaire 7. How many shows of like size has the facility serviced in the past year? 8. How do you assist clients with staying within budget? <p>Planning the Event:</p> <ol style="list-style-type: none"> 9. Planning for the National Brownfields Training Conference is on an unusually short planning timeframe for the 2023 event. Please describe how your city will be ready to start with essential key tasks including: <ol style="list-style-type: none"> a. Finalizing projected hotel blocks

	<p>b. Working with local Labor c. Other</p> <p>10. How would the facility and its staff participate in planning meetings?</p> <p>11. Various ancillary groups (separate from ICMA) are permitted to hold meetings and social functions during our annual conference. Are you prepared to provide service to these groups and provide separate billing?</p> <p>12. Would ICMA receive any discounts/rebates if these other groups utilize your services?</p> <p>Costs & Services:</p> <p>13. Describe the facilities payment policy, including any deposits required and how any discrepancies are handled:</p> <p>Labor:</p> <p>14. Indicate the types and levels of insurance the facility carries:</p> <p>15. Errors & Omissions Insurance:</p> <p>Workers Compensation Insurance:</p> <p>Commercial Liability Insurance:</p> <p>Commercial Automobile Liability Insurance:</p> <p>Other:</p> <p>Additional Services and Products:</p> <p>16. Share any additional services or products not officially requested in this proposal that could be of use or interest to ICMA.</p>
<p>Section 3. Pricing</p>	<p>1. Cost Effective Rental and License Fees</p> <p>2. Percentage of sleeping rooms provided at prevailing Federal Lodging rate or 40% Federal Lodging Rate + 60% negotiated group rate</p> <p>3. Room and occupancy taxes</p>

CONTRACT TERM AND DELIVERY DATES

ICMA expects to award a one-conference term. Final delivery dates will be negotiated upon award.

EVALUATION AND AWARD PROCESS

Offers will be evaluated based upon:

1. ability to match the qualifications set forth in this solicitation
 - a. section 1 (10%)
 - b. section 2 (45%)
 - c. section 3 (45%)

ICMA reserves the right to award under this solicitation without further negotiations. The respondents are encouraged to offer their best terms and prices with the original submission.

INSTRUCTIONS TO THE RESPONDENTS

Respondents interested in providing the services described above should submit a proposal following the prescribed format in the Submission Requirements section of this RFP. Adherence to the proposal format by all respondents will ensure a fair evaluation with regard to the needs of ICMA. Respondents who do not follow the prescribed format may be deemed non-responsive. A letter transmitting the proposal must be signed by an officer of the firm authorized to bind the respondent as required by this solicitation.

1. Transmission letter
2. Package no more than 15 pages excluding CV's or resumes and required forms
3. Completed and signed required forms

Packages must be submitted electronically to Representative, Grants and Contracts Administration at workwithus@icma.org with copies to schelhornbennett@aol.com and esparks@icma.org. Place **"2023 National Brownfields Training Conference"** in the subject line. No phone calls please.

Applications received after the closing date stated on the top of page 1 will be rejected.

APPENDICES (REQUIRED FORMS)

W-9

New Vendor Form

GENERAL CONDITIONS

Proposal Submission - Late proposals and proposals lacking the appropriate completed forms will be returned. Faxed proposals will not be accepted. Proposals will not be accepted at any other ICMA location other than the email address above. If changes are made to this solicitation, notifications will be sent to the primary contact provided to ICMA from each Respondent.

Proprietary Information - Careful consideration should be given before confidential information is submitted to ICMA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. Information submitted to ICMA that the Respondent wishes to have treated as proprietary and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. However, ICMA cannot guarantee the confidentiality of any information submitted.

Contract Award - ICMA anticipates making one award under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. ICMA may request additional data or material to support applications. ICMA expects to notify Respondents in approximately one week from the proposal due date whether your proposal has been selected to receive an award.

Limitation - This solicitation does not commit ICMA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. ICMA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in ICMA's best interest.

Disclosure Requirement - The Respondent shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each.

When a Respondent is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of ICMA after the award of a contract, ICMA may exercise its stop-work right pending further investigation, or terminate the agreement.

No Gifts - It is ICMA's Policy that no gifts of any kind and of any value be exchanged between respondents and ICMA personnel. Discovery of the same will be grounds for disqualification of the vendor from participation in any ICMA's procurements and may result in disciplinary actions against ICMA personnel involved in such discovered transactions.

Equal Opportunity - In connection with the procurement of the specified services, the firm warrants that it shall not discriminate because of race, color, religion, sex, national origin, political affiliation, non-disabling physical and mental disability, political status, matriculation, sexual orientation, gender identity or expression, genetic information, status as a veteran, physical handicap, age, marital status or any other characteristic protected by law.

Small and Disadvantaged Businesses – ICMA shall use good faith efforts to provide contracting and procurement opportunities for SDB's. SDB categories include minority business enterprises (MBE), woman-owned business enterprises (WBE), small veteran and disabled veteran owned businesses, Historically Black Colleges and Universities (HBCUs), predominantly Hispanic Universities (HACUs), small businesses in Historically Under-utilized Zones (HUB Zones) and private voluntary organizations (PVOs) principally operated and managed by economically disadvantaged individuals.

EXAMPLE TERMS & CONDITIONS

PURCHASE ORDER TERMS

Purchase Order Number

The Purchase Order Number on page one must appear on all packages, delivery documents, invoices and correspondence.

Payment Terms

Payment shall be linked to the timely delivery and approval of the described services or supplies. In case the services or supplies are not delivered on the Deliver By Date, ICMA is under no obligation to accept the services or supplies.

Vendor will provide payment information including bank account and wire instructions as requested by ICMA.

Invoice shall be paid by ICMA within thirty (30) days of invoice submission subject to acceptance of services or supplies.

Electronic submission (email) of invoices shall be sent to____at _____with a copy to_____at_____.

Acceptance of Terms

Acceptance of this Order by Vendor may be made by signing the acknowledgment copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Vendor are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Vendor in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Vendor. Vendor shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

General Relationship

Nothing contained in this contract shall be construed to (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between ICMA and the Vendor; and Vendor agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect of the performance of this Order.

Sell shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

Subcontracts and Assignments

Vendor agrees to obtain Buyer's approval before subcontracting this Order or any substantial portion thereof; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Further, this Order shall not be assigned or delegated by Vendor without the prior written consent of Buyer.

Termination for Convenience

Either party may terminate this Order, in whole or in part, at any time for any reason whatsoever upon 10 days' written notice to the other party. Upon termination, the Buyer shall pay the Vendor only for work performed and documented expenses incurred by the Vendor prior to the date of termination. Under no circumstance shall Buyer be liable for any other damages whatsoever, including loss of anticipated profit on account of such termination. Notwithstanding any partial termination of services, Vendor shall continue to perform and complete any remaining services required.

Termination for Default

Buyer may, by written notice of default to Vendor, terminate the whole or any part of this Order in any one of the following circumstances:

Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

Vendor fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of the Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(i) does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;

Vendor becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or

Vendor fails to provide Buyer, in writing, within a reasonable time after demand by Buyer, adequate assurances of performance by Vendor.

Changes and Modifications

The Buyer may at any time, by written order, make changes within the general scope of this order in any one or more of the following: (a) description of services to be performed; (b) period of performance; and (c) place of performance. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this contract, the ICMA Contracting Officer shall make an equitable adjustment in the order price, the delivery schedule, or both, and shall modify the order.

The Vendor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

Confidentiality

The Vendor shall maintain the confidentiality of any information regarding applicants, project participants, and persons responding to any questionnaire or survey, and member of their families that may be obtained through questionnaires, application forms, interviews, tests, reports from public agencies, or other sources. Such information shall be divulged only as authorized in writing by the technical monitor identified in this Order or an Officer of ICMA.

Inspection

All goods supplied and services performed shall be subject to inspection and test by Buyer, its agents and its customers at all reasonable times and places, whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Buyer or its customers. In the event goods or services are not in accordance with the specifications and instructions of Buyer, Buyer may require prompt correction, repair replacement or re-performance thereof at Buyer's option and Vendor's sole expense. If Vendor is unable to accomplish the foregoing, then Buyer may procure such goods or services from another source and charge to Vendor's account all costs, expenses and damages associated therewith.

Data Rights

The Vendor shall furnish to ICMA copies of all written products (papers, manuscripts, and notes), data, or any other information or materials (e.g., photographs, graphic presentations, manuals or log, work or processing instructions) compiled, produced, or resulting directly from performance of the work. The Vendor hereby transfers all rights, title and interest worldwide to any such written product, data, or any other information or materials to ICMA.

A manuscript prepared under this Agreement shall be a work made for hire within the meaning of the Copyright Act of 1976. ICMA shall hold all rights to the manuscript without limitation and may register the copyright in its name. Upon request, ICMA may decide to transfer publication rights to the Vendor, but such transfer must be authorized in writing and signed by a center director or officer of ICMA. The Vendor shall credit ICMA as instructed if such publishing is authorized.

In the event that any work under this Agreement is pursuant to a contract or grant from a government agency or other sponsor to ICMA, any relevant provisions from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such manner as to make the Vendor subject to the obligations imposed by such provisions; and (b) to the extent necessary to enable ICMA to perform its obligations under the grant/contract and to enable the contracting/granting agency to enforce its rights there under.

Indemnification

Each party shall be acting as independent contractors in the performance of this work, and shall be responsible for the payment of claims for loss, personal injury, death, property damage or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of this work for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this contract. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Buyer or the Vendor.

Governing Laws

This Order shall be governed by and construed in accordance with the laws of the District of Columbia, U.S.A., without regard to its conflict or choice of law provisions.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Order, the parties shall use their best efforts to arrive at a mutually acceptable resolution.

The Vendor shall proceed diligently with its performance of the work under this Order pending the final resolution of any dispute arising or relating to this Order. The Buyer shall continue to pay the Vendor for its performance under the Order except for those items related to the dispute.

Order of Precedence

In the event of an inconsistency or conflict between provisions of this Order, the inconsistency or conflict shall be resolved by giving precedence in the following order:

1. Purchase Order and any purchase descriptions contained therein.
2. Purchase Order Standard Terms and Conditions and Exhibits thereto.
3. Specifications and/or drawings.
4. Other provisions when attached

Compliance with Policies

Vendor has access to, read and agrees to abide by [ICMA's Code of Conduct](#). Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

Compliance with US Executive Orders

U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. By signing this purchase order, you agree that you are in compliance with the US Executive Order prohibiting terrorism financing.

Entire Agreement

This Order, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

REQUIRED FORMS

2023 National Brownfields Training Conference
Projected Programming Placement

INSTRUCTIONS: please fill in all green space with Meeting Room Name

MEETING SPACE @							
Meeting Room Name	Specs *	Event *	Monday	Tuesday	Wednesday	Thursday	Friday
PLENARY SESSION							
	2,200/pp rounds	Plenary Session	Move-In	4:30pm - 5:45pm	2:00pm - 3:15pm	2:00pm - 3:15pm	Move-Out
EXHIBIT HALL							
	100,000-140,000 sq ft	Exhibit Hall	Move-In	5:45pm - 7:30pm	7:45am - 4:30pm	7:45am - 2:00pm/Move Out	Move-Out
REGISTRATION AREA / COAT CHECK							
	(11) 6' counters	Registration Area	Move-In	7:30am - 6:30pm	7:00am - 6:30pm	7:00am - 5:30pm	7:30am - 12noon
OFFICES							
	200 sq ft	First Aid	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 11:59pm
	200 sq ft	Security	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 3:00pm
	200 sq ft	VIP Room	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 3:00pm
	200 sq ft	Mothers Room	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 3:00pm
	700 sq ft	Registration	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 3:00pm
	1,000 sq ft	OLEM	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 3:00pm
	1,000 sq ft	OBLR	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 3:00pm
	1,500 sq ft	ICMA Show Office	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 9:00pm
	1,500 sq ft	AV office and Storage	Move-In	7:00am - 7:00pm	6:00am - 7:00pm	6:00am - 7:00pm	6:00am - 9:00pm
SHUTTLE BUS DEPARTURES FOR MOBILE WORKSHOPS							
	1 - 3 (55) passenger	Shuttle Bus Departures					
EDUCATIONAL PROGRAMMING							
	150-200/pp rounds	Panel/Town Hall	Move-In	Programming	Programming	Programming	Programming
	150-200/pp rounds	Panel/Town Hall	Move-In	Programming	Programming	Programming	Programming
	150-200/pp rounds	Panel/Town Hall	Move-In	Programming	Programming	Programming	Programming
	250/pp theatre	ERF Center Stage	Move-In	Programming	Programming	Programming	Programming
	150/pp theatre	Film Series	Move-In	Programming	Programming	Programming	Programming
	150-175/pp rounds	Roundtable Conversations	Move-In	Programming	Programming	Programming	Programming
	150-175/pp rounds	Roundtable Conversations	Move-In	Programming	Programming	Programming	Programming
	150-175/pp rounds	Roundtable Conversations	Move-In	Programming	Programming	Programming	Programming
	150-175/pp rounds	Roundtable Conversations	Move-In	Programming	Programming	Programming	Programming
	(3) areas of 75/t each	Topic Talks	Move-In	Programming	Programming	Programming	Programming
AFFILIATE MEETING ROOMS							
	75/pp rounds	Affiliate Meeting	Move-In	Programming	Programming	Programming	Programming
	75/pp rounds	Affiliate Meeting	Move-In	Programming	Programming	Programming	Programming
	90/pp classroom	Affiliate Meeting	Move-In	Programming	Programming	Programming	Programming
	90/pp classroom	Affiliate Meeting	Move-In	Programming	Programming	Programming	Programming
	25/pp hollow square	Affiliate Meeting	Move-In	Programming	Programming	Programming	Programming
	25/pp hollow square	Affiliate Meeting	Move-In	Programming	Programming	Programming	Programming
	16/pp conference	Affiliate Meeting	Move-In	Programming	Programming	Programming	Programming
	16/pp conference	Affiliate Meeting	Move-In	Programming	Programming	Programming	Programming

MEETING SPACE @

2023 National Brownfields Training Conference
 Projected Programming Placement

Meeting Room Name	Specs *	Event *	Monday	Tuesday	Wednesday	Thursday	Friday
REGIONAL OPEN HOUSES							
	50/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	50/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	100/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	100/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	125/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	125/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	175/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	175/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	300/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	300/pp rounds	Regional Open House	Move-In	2:30pm - 4:00pm			
	800/pp flow	Regional Open House Coffee	Move-In	2:30pm - 4:00pm			

* meeting room assignments and set-ups are subject to change.

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Leaders at the Core of Better Communities

Vendor Information

Vendor Name, TIN/SSN, Address, State, Zip Code, Phone, Fax, Contact, Email

Invoice Remittance Address

same as above

Address, State, Zip Code, Phone, Fax, Contact, Email

- Corporation, Partnership, Medical Corporation, Non-Resident, Sole Proprietorship/Independent Contractor, Government Entity, Tax Exempt Organization under IRS (501) Rules, 1099, American Indian Owned, Veteran Owned Business, HUB Zone Firm*, Service Disabled Veteran Owned, Small Business, Disabled, Large Business (500+), Nonprofit Organization, Disadvantaged Business**, Sheltered, Woman Owned Business, Foreign Supplier, Limited Liability Company, Historically Black College/University

* FAR Clause 52.219-1(d) (2) Under 15 U.S.C 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of Federal law that specifically references sections 8(d) for a definition of program eligibility, shall: (i) Be punished by imposition of fine, imprisonment or both; (ii) Be subject to administrative remedies, including suspension and debarment and (iii) Be ineligible for participation in programs conducted under the authority of the Act. **Hub Zone and Small Disadvantaged Business must provide a copy of their certificate with this form.

EPA Green Meetings and Conferences

- The mission of the EPA is to protect human health and the environment. As such, all EPA meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose.
- Potential meeting or conference facility providers for EPA shall provide information about the environmentally preferable features and practices identified by the checklist contained in paragraph (c) of this section, addressing sustainability for meeting and conference facilities including lodging and non-lodging oriented facilities. (c) The following list of questions is provided to assist contracting officers in evaluating the environmental perferability of prospective meeting and conference facility providers.

More information about EPA's Green Meetings initiative may be found on the Internet at <http://www.epa.gov/p2/green-meetings>.

- 1) Does your facility track energy usage and/or GHG emissions through ENERGY STAR Portfolio Manager (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager>) or some other calculator based on a recognized greenhouse gas tracking protocol? **Yes or No**__
- 2) If available for your building type, does your facility currently qualify for the Energy Star certification for superior energy performance? **Yes or No**__, **N/A**__
- 3) Does your facility track water use through ENERGY STAR Portfolio Manager or another equivalent tracking tool and/or undertake best management practices to reduce water use in the facility (<http://www.epa.gov/watersense/commercial>)? **Yes or No**__
- 4) Do you use landscaping professionals who are either certified by a WaterSense recognized program or actively undertake the WaterSense "Water-Smart" landscaping design practices (<http://www.epa.gov/watersense/outdoors>)? **Yes or No**__, **N/A**__
- 5) Based on the amount of renewable energy your buildings uses, does (or would) your facility qualify as a partner under EPA's Green Power Partnership program (<http://www.epa.gov/greenpower>)? **Yes or No**__
- 6) Do you restrict idling of motor vehicles in front of your facility, at the loading dock and elsewhere at your facility? **Yes or No**__
- 7) Does your facility have a default practice of not changing bedding and towels unless requested by guests? **Yes or No**__, **N/A**__
- 8) Does your facility participate in EPA's WasteWise (<http://www.epa.gov/smm/wastewise>) and/or Food Recovery Challenge (<http://www.epa.gov/sustainable-management-food/food-recovery-challenge-frc/>) programs? **Yes or No**__

- 9) Do you divert from landfill at least 50% of the total solid waste generated at your facility? **Yes or No**__
- 10) Will your facility be able to divert from the landfill at least 75% of the total solid waste expected to be generated during this conference/event? **Yes or No**__
- 11) Do you divert from landfill at least 50% of the food waste generated at your facility (through donation, use as animal feed, recycling, anaerobic digestion, or composting)? **Yes or No**__
- 12) Will your facility be able to divert from landfill at least 75% of the food waste expected to be generated during this conference/event (through donation, use as animal feed, recycling, anaerobic digestion, or composting)? **Yes or No**__
- 13) Does your facility provide recycling containers for visitors, guests and staff (paper and beverage at minimum)? **Yes or No**__
- 14) With respect to any food and beverage prepared and/or served at your facility, does at least 50% of it on average meet sustainability attributes such as: Local, organic, fair trade, fair labor, antibiotic-free, etc.? **Yes or No**__
- 15) Will your facility be able to ensure that at least 75% of the food and beverage expected to be served during this conference/ event meets sustainability attributes such as: Local, organic, fair trade, fair labor, antibiotic-free, etc.? **Yes or No**__
- 16) Does your facility use Design for the Environment (DfE) cleaning products (<http://www.epa.gov/saferchoice/design-environment-programs-initiatives-and-projects>), or similar products meeting other recognized standards for being 'environmentally preferable' (<http://www.epa.gov/greenerproducts>) or more sustainable? **Yes or No**__
- 17) Is your facility prepared to document or demonstrate all of the claims you have made above? **Yes or No**__