

PROPOSAL SUBMISSION REQUIREMENTS

One original and three (3) copies of the proposal shall be delivered Fieldstone Real Estate 300 E Main St, Purcellville, VA 20132, no later than 3:00 pm EST on Tuesday May 2, 2022. The offeror assumes the risk of timely delivery; if the sealed original proposal is not received by 3:00 pm EST on Tuesday May 2, 2022, it will be deemed to be a late submittal.

The outside of the envelope should be marked "SALE OF REAL PROPERTY 16868 Tree Crop Lane, Loudoun County PARID: 608359393000. THIS ENVELOPE MUST REMAIN SEALED UNTIL May 3, 2022" Hand delivered/couriered proposals should be directed to Fieldstone Real Estate 300 E Main St, Purcellville, VA, Zip Code 20132, United States where they will be date stamped and held until opening. Late submittals will not be considered.

Required Content in Proposal

At a minimum the following information must be included in all Proposals:

- 1. Cover Letter:** (The Respondent must submit a cover letter committing the Respondent to purchasing the Property on the terms and conditions set forth in the RFP)
- 2. Offer to Purchase** (Appendix A)
- 3. Property Narrative** (Appendix B)
- 4. Submittal Form** (Appendix C)

V. EVALUATION CRITERIA

The Town reserves the right to contact some or all of the Respondents to clarify nonmaterial aspects of their offers. In evaluating the Proposals, the Town's selection will be based upon those factors deemed necessary to promote the best interests and welfare of the Town, including, without limitation, the best and highest use of the Property.

Factors to be Considered:

1. Proposed Use of Property
2. Proposed Property Improvement
3. Timetable for Making Improvements
4. Exceptions to Request for Proposal
5. Purchase Offer
6. Business Specifications
7. Required Forms

The evaluation of each Offeror's purchase offer will be conducted by the Town Council

VI. REJECTION OF PROPOSALS

A. Selection does not Guarantee the Award of a Contract

This RFP shall not create any legal obligation of the Town to evaluate any Proposal that is submitted or to enter into any contract or any other agreement with an entity who submits a response except on terms and conditions that the Town deems, in its sole and absolute discretion, to be satisfactory and desirable. All Proposals should contain an affirmative statement regarding whether there is any “conflict of interest” with the Town, its elected and appointed officials, and the Respondent. The Town reserves the right to reject all Proposals received and the right to waive nonmaterial formalities and technicalities according to the best interests of the Town. Any Proposals submitted shall be binding for ninety (90) days following the Town’s opening and review of the same. By submitting a Proposal, the Respondent acknowledges its understanding of the requirements of this submission and agrees to be bound to the same.

B. No Liability for Costs

The Town is not responsible for costs or damages incurred by interested parties in connection with the RFP process. This includes, but is not limited to, costs associated with preparing the Proposals and of participating in any site visits, oral presentations and negotiations.

VII. CONTRACT AWARD

A. Completion

The Respondent’s Proposal must be complete to be considered for the award.

B. Town’s Rights

The Town reserves the right to qualify, accept or reject any or all Respondents and accept any Proposal deemed to be in the best interest of the Town. The Town reserves the right to accept or reject any or all Proposals and waive irregularities or technicalities in any Proposal when in the best interest of the Town and the best and highest use of the Property. The Town reserves the right to accept or reject any exception taken by the Respondent to the terms and conditions of the RFP. Consideration may be given to, but not limited to, Respondent’s proposed use of the Property, the best and highest use of the Property, and the offer price(s). The Town reserves the right not to accept the highest offer if it does not comport with the best and highest use of the Property or is not in the best interests of the Town.

C. Award

Award, if made, shall be in the form of a contract. All prescriptions of the RFP shall be understood as a form of a signed contract.