



## Video Production Services – Orientation Series RFP No. 100120-FY14-09

ISSUE DATE: January 13, 2014

PROPOSAL DUE DATE: February 14, 2014, 4:00 PM

MAILING ADDRESS: Town of Leesburg  
Procurement Division  
25 W. Market St.  
Leesburg, VA 20176

CONTACT: Kathy S. Elgin, CPPO  
E-mail: [kelgin@leesburgva.gov](mailto:kelgin@leesburgva.gov)

NOTICE OF ADDENDA: Any addenda to this SOLICITATION will be posted on the Town's Proposal board and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address, and to be aware of any addenda.

## I. Background

Leesburg is a young, vibrant and diverse community of 46,000 residents with 32.5 years as a median age. The Town is located just 45 miles from the nation's capital and 15 minutes from Washington Dulles International Airport. Leesburg is the gateway to DC's Wine Country and a short drive from the Blue Ridge Mountains. The Town is the county seat of Loudoun County, one of the fastest growing counties in the country, but Leesburg has held on to the authentic sense of place - grounded in 250 years of history - that makes it a real hometown.

Median household income of a Leesburg resident is nearly double the national median with 46% of population over 25 holding a bachelor's degree. Leesburg is an increasingly diverse community. Foreign-born population is 19% of the total, while minorities make up 26% of the total population.

## II. Scope of Work

The purpose of this request for proposals is to solicit unsealed proposals from qualified Video Producers to create three color, high-definition DVD videos (hereinafter "videos"). Each of the videos shall be 3 to 5 minutes in length. The videos shall be used to orient primarily new residents, but also existing residents, prospective residents and visitors, to the Town of Leesburg. The intent is to create realistic, high-energy pieces, using video and images from Town of Leesburg. The video should leave the viewer with a greater knowledge and understanding of what the Town of Leesburg provides its residents in terms of services and amenities. Video outline/script is to be created by selected offeror in coordination with and approved by the Town of Leesburg.

The videos shall have the following working titles:

1. **"Welcome to Leesburg"**: Highlight safety, order, heritage, historic preservation, and prosperity. Emphasize perks of Leesburg living like special events, parks and recreational facilities, services provided and overall quality of life.
2. **"What You Get For Your Town Tax Dollars"**: Highlight services provided by the Town, such as street maintenance, snow plowing, trash and recycling collection, parks and recreation, and police protection. Promote lifestyle and quality of life in Town of Leesburg.
3. **"Your Town Government"**: Promote the mission and vision of the town government while highlighting opportunities for individual resident involvement, such as attending public meetings, serving on boards and commissions and other volunteer activities.

The primary audience for the videos shall be new residents, but the videos should also appeal to existing residents, prospective residents and visitors.

Video style shall include storytelling, narration, testimonials, facts and statistics. Videos should incorporate interviews regarding the Town of Leesburg, its residents, its businesses and amenities.

The Town Leesburg will provide access to the information, interviews with town officials and various documents as deemed necessary.

A. The Contractor shall provide all expenses, labor, equipment, materials, supplies and travel arrangements necessary to film, edit and deliver three videos with music on aforementioned topics that are 3 to 5 minutes long. Music shall be library stock music; which shall sound up full and sound under. Filming shall be conducted with in the town limits of Leesburg, Virginia.

B. The Contractor shall:

1. Provide documentary style filming services, including but not limited to, filming interviews with cut-away's, filming events, fairs and businesses, etc. Portions of the filming shall be "B roll".

Those to be filmed are residents of the town, visitors and town officials and any other individuals that the Town of Leesburg deems necessary.

2. Provide a two (2) camera shot. Filming shall be done inside and outside.

3. Edit the film, with the assistance of Town of Leesburg personnel, to ensure the filming meets the satisfaction of the town.

4. Issue one (1) rough draft, via DVD, to the Town for approval.

5. Issue one (1) rough draft, via DVD, to the Town for approval if necessary. This draft shall include any changes as requested by the Town.

6. Provide final cut of six (6) DVDs.

7. Be responsible for all travel arrangements and expenses necessary to provide the services; to include airfare, hotel, meals, and rental vehicle, if applicable. The Contractor shall be responsible for coordinating all travel arrangements to and from filming locations.

8. Provide demo reel DVD. Demo reel DVD shall be a minimum of five (5) minutes; the DVD shall show short snippets of contractor's work and edits. The demo reel DVD shall be submitted with the bid.

9. Relinquish all raw video and Master video. All raw video and Master video shall become property of the DOC upon completion of filming and final payment of invoice.

C. The Town of Leesburg will:

1. Obtain the required releases for anyone who is interviewed or seen on/in the video.
2. Set up and schedule times and places for filming.

### **III. RFP FORMAT, SUBMISSION, EVALUATION AND AWARD**

#### **A. PROPOSAL FORMAT**

1. Statement of qualifications
2. Relevant Experience and References - References from 3 preferably local government sources from whom you have provided similar services within the last 3 years.
3. DEMO Reel - Provide demo reel DVD that is at least five (5) minutes; the DVD shall show short snippets of contractor's work and edits. The demo reel DVD shall be submitted with the Proposal.
4. Cost

**B. PROPOSAL SUBMISSION:** Submission of the qualifications and cost proposal must be submitted to:

Town of Leesburg,  
Procurement Office  
25 W. Market St.  
Leesburg, VA 20176

Proposals must be received by due date and time shown on the cover page.

**C. EVALUATION CRITERIA AND AWARD:** The Town intends to award this as a unit price contract. The award of a contract shall be at the sole discretion of the Town. Award will be made to the Offeror whose proposal is determined to be most advantageous to the Town, taking into consideration the evaluation criteria specified below. The Town reserves the right to interview two or more firms should additional information be required.

- Experience and relevance of prior work
- Creativity, as demonstrated in samples of similar projects
- Cost

### **IV. GENERAL TERMS AND CONDITIONS**

- A. Authority to Bind Firm in Contract** - An official authorized to bind the Offeror shall sign each Proposal. Proposals must be firm for the sixty (60) days immediately following the Proposal due date. At the end of the 60-day period, the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled.
- B. Anti-collusion Statement** - The signer of the Proposal must declare that all persons, companies or parties interested in the contract as principals are named therein; that the Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the Proposal has authority to contractually bind the Offeror (See Submission Form).
- C. Late Proposals** – Proposals received after the submission deadline will be returned unopened, provided a return address is visible.
- D. Acceptance or Rejection of Proposals** – The Town reserves the right to accept or reject any or all Proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
- E. Competition intended** – It is the Town’s intent that this solicitation permits competition. It shall be the Offerors responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated herein to a single source. The Procurement Officer must receive such notification not later than (5) days prior to the date set for Proposals to be received.
- F. Inquiries/Comments Concerning Specifications** - Questions or comments concerning the specifications, contained herein must be received by the Procurement Officer at least five (5) days prior to the Proposal Due Date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of written addendum. Such addendum will be sent to all prospective Offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.
- G. ADA reasonable accommodation clause** – If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at 703-737-7176 at least 5 days prior to the Proposal due date.
- H. Costs incurred in responding** – This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of Proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
- I. Employment Discrimination by Contractors Prohibited**

  - 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 or 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, shall 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 to meet this requirement.
2. The contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- J. **Disposition of Proposals** – All materials submitted in response to this SOLICITATION will become the property of the Town. One (1) copy of each Proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the Proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained below in “Disclosure: Trade Secrets and Proprietary Information”.
- K. **Disclosure: Trade Secrets and Proprietary Information** – In compliance with the Virginia Public Procurement Act (the “VPPA”), all Proposals will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.
- L. **Laws and Regulations** – The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
- M. **SCC REGISTRATION** – Offeror must provide their identification number issued by the State Corporation Commission on the Proposal Form. The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required

by Sections 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract shall become void.

- N. **License Requirement** – All firms doing business for the Town of Leesburg are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-771-2717. The BPOL license number, if applicable, must be indicated in your proposal.
- O. **Ethics in Public Contracting** – The Offeror agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Code Section 2.2-4367 thru 2.2-4377 of the VPPA.
- P. **Termination** – Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Authority until said work or services are completed and accepted.
1. **Termination for Convenience** – In the event that this contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.
  2. **Termination for Cause** – Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years** – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
- Q. **Purchase Orders** - A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

Services are not to begin until receipt of the purchase order and/or other notification by the Town Procurement Officer.

- R. **Non-Assignment of Contract** – The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
- S. **Cooperative Procurement** - As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.
- T. **Drug-free workplace to be maintained by contractor; required contract provisions.** All public bodies shall include in every contract over \$10,000 the following provisions:

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 in accordance with this chapter, 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.
- U. **Faith-Based Organizations.** The Town of Leesburg does not discriminate against Faith-Based organizations.
- V. **Insurance Requirements.** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally the contractor shall not allow any subcontractor to commence work until all similar insurance required of the Subcontractor has been obtained.

**These certificates must be forwarded to the Procurement Office BEFORE Purchase Order will be issued.**



Insurance Requirements:

Workers Compensation	Statutory Worker's Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.
Bodily Injury	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	
Automobile	\$2,000,000 each accident
General Liability	\$2,000,000 each accident \$2,000,000 per occurrence

\*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Procurement Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

\*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

**PROPOSAL SUBMISSION FORM**  
RFQ # 100120-FY13-09- Video Production Services – Orientation Series

**SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email \_\_\_\_\_  
Organized under the laws of the State of \_\_\_\_\_  
Principal place of business at \_\_\_\_\_  
Federal Id Number \_\_\_\_\_ Registered Agent \_\_\_\_\_  
State Corp. Commission Registration No. \_\_\_\_\_ (attach Certificate of Good Standing)

List the names and addresses of all persons having ownership of 3% or more in the company:

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

**SECTION II – EMPLOYEES NOT TO BENEFIT -** I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

**SECTION III – CONFLICTS OF INTEREST -** This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

**SECTION IV – COLLUSION -** I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive Bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign for my company.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

**PROPOSALDER MUST RETURN THIS FORM WITH PROPOSAL**