

RFP NO. 100420-FY25-22 GRAPHIC DESIGN SERVICES FOR TOWN EVENTS

ADDENDUM NO. 1

OCTOBER 31, 2024

ITEM NO. 1: QUESTIONS AND RESPONSES

Interested offerors shall be mindful of the following responses to the questions received:

1. Is this for design services only or does it include the printing of items?

RESPONSE: This would be for design services only.

- 2. How many drafts would be needed per proposal? We do not mind doing multiple edits based on feedback but would like to know so we may edit our proposal accordingly. I saw a chart at the bottom that stated one edit.
 - **RESPONSE:** The Town generally has more than one edit per design. Please see Attachment No. 1 of this Addendum for a revised pricing form. For line item 14, please provide pricing for up to 6 rounds of rounds edits.
- 3. If necessary, may we come to where events are being held prior to them happening, to gain additional inspiration that will help us design something far more personal and exciting?
 - **RESPONSE:** Yes, the locations are public places; however, any travel to the Town of Leesburg will be at the Contractor's expense.
- 4. What do I need to do to get a proposal or a pro-Informa invoice Infront of you?
 - **RESPONSE:** Please review the RFP, Section IV, Proposal Submission Instructions, for information on how to submit your proposal and the requirements.
- 5. Revisions and Proofs: Could you clarify how many rounds of revisions are typically included in the base price? Additionally, if more revisions are needed beyond this number, should we outline the cost for additional revisions in our pricing proposal?
 - **RESPONSE:** The Town would prefer the revisions to be unlimited but typically about 6 revisions.

6. Subcontractor Involvement: If we plan to subcontract a portion of the work, are there any additional requirements or forms we need to submit regarding their qualifications? Are subcontractors required to register in any specific system, such as eVA or SAM.gov?

RESPONSE: Due to the nature of the services provided, the Town prefers not to work with subcontractors for this project.

7. File Format and Media Requirements: For digital advertisements (such as web banners or social media ads), are there specific dimensions or platforms we should consider for these deliverables? Would you prefer any specific file formats for ease of sharing across platforms?

RESPONSE: Specifications are delivered at the time of marketing booking. Vector files, Jpeg or PNG and PDF files are generally required.

8. Use of Stock Images: Should we anticipate that stock photos will be required, or will the Town provide access to any pre-approved or previously used images? If stock images are needed, should we include associated licensing fees in our cost proposal?

RESPONSE: The Town typically uses our own photos; if stock photos were used, you would need to obtain the licensing. Interested offerors should be mindful that pricing is included as an evaluation criteria and licensing costs could have a negative impact.

9. Payment Schedule: Could you clarify if payments will be made upon the completion of each event's design work or on a set schedule throughout the contract term?

RESPONSE: Payments will be made within thirty (30) days after receipt of a proper invoice (and after the close of each event marketing campaign).

10. Swag: Does this scope need to include selecting products and placing swag orders? If yes, approximately how many swag items are needed per event?

RESPONSE: No.

11. Print: Will your team manage the print, or do you need the contractor to manage it? Should the estimated print costs be included in the proposal?

RESPONSE: No, design fees should not include print.

12. Page 4 (Table, last row): Can you please share examples of "other items"?

RESPONSE: "Other items" are not known at this time; but, it could include a race medal or race bib, cup, etc.

13. Page 7 (Section 3): What does "before and after photos" mean? Do you want to see branding examples and/or event spaces?

RESPONSE: Yes.

14. Does the scope of work included managing the printing process, including coordinating with printers and overseeing production, or is it limited strictly to the creation of graphic design files?

RESPONSE: Just the design.

15. Are there any specific requirements or guidelines for the visual style of the graphics across all eight events?

RESPONSE: No.

16. Are there design elements or branding guidelines (e.g., specific colors, fonts, or logos) that must be adhered to for each event?

RESPONSE: On a case-by-case basis. Certain Town logos would need to follow branding guidelines.

17. Will the Contractor have the flexibility to propose new branding elements, or should the design remain consistent with previous years?

RESPONSE: Contractor does have flexibility to propose new designs.

18. Could you provide more detailed expectations for the promotional items? Are there preferred vendors or suppliers for these items?

RESPONSE: No. The Town just needs the design. A separate procurement will be conducted for the purchase of promotional items.

19. Regarding the deadlines mentioned for each deliverable, are the deadlines fixed for each event, or is there room for flexibility based on mutual agreement?

RESPONSE: There are specific deadlines to meet for marketing purposes but there may be room for some flexibility based on schedule once determined.

20. The contract mentions renewal terms for four additional one-year periods. Are there any specific performance criteria or milestones that need to be met for renewal?

RESPONSE: Yes, there needs to be a connection between the designer and the department and satisfaction with the work.

21. How will additional services outside of the listed contract deliverables be negotiated and priced? Is there a process in place for approving such add-ons?

RESPONSE: The Contractor may also provide additional services to the Town on a preapproved basis. In these situations, a written proposal to include the scope of work, timeline, and any associated fees will be provided to the Town prior to the commencement of any work. The Town must accept or reject the Contractor's proposal for the additional services by issuing a contract amendment and acceptance will make the contract amendment effective without further action. The Town may also add, change, or delete services for previously awarded services at any time by contract amendment signed by both parties.

22. Are there any limitations or guidelines on the number of revisions allowed for each deliverable?

RESPONSE: No.

23. Regarding the evaluation criterion "Quality of resources and offeror's experience with similar events" (30%), what specifically will you be looking for in past projects? Are there preferred industries or types of events that are more highly valued?

RESPONSE: The Town will be evaluating the design work and offeror's experience with similar events.

24. Under "Offeror's understanding of Statement of Needs" (20%), what level of detail is expected in demonstrating our understanding of the needs? Should we include suggestions for improvements or innovations?

RESPONSE: The Town will be evaluating the offeror's understanding of the Town's process and statement of needs. This will also include the before and after photos, seeing the finished design work of a past event, the title of the event and a brief description of the event to see if the design matches the event.

25. How often does the Town expect communication with the Contractor? Are there expectations for regular status reports or meetings?

RESPONSE: The frequency of communication will depend on the need and may fluctuate. During an event marketing campaign, it is the Town's expectation that the contractor will be available for regular status reports and meetings.

26. Will there be a single point of contact throughout the contract, or will different contacts be assigned for different events?

RESPONSE: There are different Town contacts assigned for different events. The contact person for each event will be provided to the awarded offeror.

27. Is there a budget allocated for this project? If so, could you provide any information on the budget or any funding limitations?

RESPONSE: The overall marketing budget is \$61,500 which includes advertising and graphic design.

28. Are there specific pricing guidelines or budget constraints that we need to be aware of when preparing our proposal?

RESPONSE: Offerors are encouraged to submit their best pricing to the Town as pricing is an evaluation criteria.

29. Regarding the requirement for the Contractor to comply with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance, could you provide additional details on how this process works and any timeline for compliance?

RESPONSE: Please review the Town's website for more information pertaining to registering for BPOL. If you have any questions, please reach out to our Business License Department at 703-771-2723. https://www.leesburgva.gov/departments/finance/taxes-fees/business-taxes/apply-for-a-new-business-professional-and-occupational-license-bpol

30. Does the BPOL Tax Ordinance apply to companies that are located out of state and do not have a physical presence or personal property in the state?

RESPONSE: Please contact our Business License Department at 703-771-2723.

31. Could you provide more detail on the Town's expectations regarding subcontractors? Are there any specific requirements or limitations on the subcontracting of work for this contract?

RESPONSE: Please see No. 6 of this Addendum.

32. In the event of multiple awards, could you clarify how work assignments will be allocated among multiple contractors?

RESPONSE: While the Town reserves the right to award to multiple contractors, the Town intends to award one (1) contract for this RFP.

33. Will there be a best and final offer (BAFO) stage in the evaluation process??

RESPONSE: The Town will evaluate all proposals received. After proposals have been evaluated, further discussions will be made with the top ranked offerors, to include negotiations. Award will be made to the offeror whose proposal is most advantageous to the Town, and this may or may not include a best and final offer stage.

34. If technical issues arise during submission via eVA, are there contingency measure to ensure proposals are submitted by the deadline?

RESPONSE: Please contact eVA Customer Care with any issues with their platform. We strongly encourage you to submit your proposal before the due date so that if there are any issues, you can work with eVA to resolve. 866-289-7367

35. Are there specific file size limits or format requirements for submitting proposals through the eVA website?

RESPONSE: Please contact eVA Customer Care. 866-289-7367.

36. Regarding the logos, how many of them are new, created from scratch logos vs updates to the existing logo? If they are updates, what is needed for the update?

RESPONSE: Approximately 3-4 new logos; updates will include year and possible color change.

37. Approximately how many event ads will be needed, it would be great to estimate on a certain amount so that everyone is bidding on the exact same thing?

RESPONSE: Estimated quantities are specified on the pricing form. Please refer to the pricing form.

38. How many promotional items will be needed for each event?

RESPONSE: Approximately 1-2; uncertain at this time.

39. Do you have previous samples or specs for the multiple-panel brochure/program?

RESPONSE: Yes. Please see Attachment No. 2 of this Addendum.

40. As a graphic design firm, we aren't required to hold any certificates from the State Corporation Commission, and we do business in any state or country. Do I still need to find this certificate?

RESPONSE: Yes, registration with the Virginia State Corporation Commission (VSCC) is a requirement of the awarded offeror. For questions about registration, please visit:

https://scc.virginia.gov/pages/Businesses. If you would like to be considered, please submit a proposal. If your registration is still being processed at the time that proposals are due, provide evidence that your application has been submitted to the VSCC in your proposal. In the event your firm is selected for a contract award, you may not receive the award if you are not registered. Registration will be confirmed prior to award.

41. RFP states: Promotional items (listed in the contractor responsibility chart). With the inclusion of the contractor being responsible for promotional items, could you please share examples of previous promotional items used? Additionally, please share the specific support requirements in addition to graphic design (sourcing, pricing, print file delivery).

RESPONSE: The Town just needs the design; items have included bags and cups.

42. RFP states "Other items agreed on by both parties (listed in the contractor responsibility chart). Could you please share examples of additional assets needed for various campaigns in previous years?

RESPONSE: Please see No. 12 of this Addendum.

43. Is there a preferred vendor for printing or will the awardee be responsible for procurement?

RESPONSE: The Town will be responsible for the procurement of the printing.

44. Is there a set or anticipated budget for the scope of work?

RESPONSE: Please see No. 27 of this Addendum.

45. Are there any additional design guidelines or templates to which the final documents should adhere?

RESPONSE: No, individual specs for print or online ads, signage size, etc.

46. Please share the Town's definition of a logo design. Is it a stand-alone mark that can be used year after year? Otherwise, is your definition of a logo the entire lock up (event, location, dates) with text and graphics that will be extended onto other collaterals, i.e., rack card, poster, web banners, etc.?

RESPONSE: Both.

47. Does the Town expect to update the logo every year?

RESPONSE: For some events, yes. Some events require new logos.

48. Could you share designs for past events?

RESPONSE: Yes, see website for logos from events.

49. For which event does the Town expect to update an existing logo design?

RESPONSE: Two events; Independence Day and Freeze Your Gizzard

50. Would the Town defer or forgo the need for automobile insurance when all employees of our agency work remotely? If not, would the Town allow the selected agency to add that onto their corporate insurance policy after a contract is in place?

RESPONSE: Please include any exceptions to the Town's Terms and Conditions or Sample Contract in Section 5 of your proposal.

51. Will the Town share all answers to questions asked of the Town specifically for this RFP in an addenda?

RESPONSE: Yes.

52. Is this where offerors upload the PDF proposal in the eVA portal?

RESPONSE: Please contact eVA Customer Care for information on submitting proposals. 866-289-7367.

53. Would the Town be open to motion graphics for your digital marketing and social outreach?

RESPONSE: Yes, it could be an option.

54. Would the Town be interested in developing a theme and copywriting for each event?

RESPONSE: No.

55. How many agencies/freelancers does the Town expect to submit proposals?

RESPONSE: The Town encourage open and fair competition and cannot quantify how many proposals we will receive.

56. What is the Town's budget for the level of effort scoped out in this RFP? What was the budget for 2023 or 2024?

RESPONSE: Please see No. 27 of this Addendum.

57. Who does the Town of Leesburg currently use as an agency/individual contractor for your graphic design needs?

RESPONSE: The incumbent contractor is Custom Graphics.

58. Is there an incumbent or previously contracted individual or firm that has been provided these services to the Town? If so, what is the name of the individual or firm?

RESPONSE: See No. 57 of this Addendum.

59. If these services have been provided to the Town in the past, what is the contract period for the most recently awarded contract for these services?

RESPONSE: One year with the mutual agreement option to renew yearly for up to 4 years.

60. If these services have been provided in the past, what is the contract amount for the most recently awarded contract for these services?

RESPONSE: This was a unit price contract. However, in FY24, the Town spent \$12,000 in graphic design services to the incumbent vendor.

61. What is the estimated budget for this contract/project?

RESPONSE: Please see No. 27 of this Addendum.

ITEM NO. 2: SAMPLE CONTRACT

The Sample Contract of the Request for Proposal (RFP) is hereby deleted in its entirety and replaced with the attached Sample Contract, incorporated herein.

SAMPLE CONTRACT – PROVIDED FOR REFERENCE PURPOSES; THE TOWN MAY REQUIRE ADDITIONAL PROVISIONS IN ANY FINAL CONTRACT

CONTRACT NO. XXXXXX-FYXX-XX CONTRACT TITLE

TOW	CONTRACT (the "Contract") is made this day of,2024 by and between the N OF LEESBURG, VIRGINIA (the "Town"), a municipal corporation, having a usual place of business at (the "Contractor"), collectively referred to herein as "Parties".
	ontractor and the Town, in consideration of the mutual covenants, promises, and agreements contained, agree as follows:
1.	Provision of Services. The Contractor hereby agrees to provide the following services to the Town:
2.	Contract Documents. The Contract Documents consist of this Contract, RFP No. 100420-FY25-22 (incorporated herein by reference), the Contractor's Proposal dated (attached hereto as "Exhibit A"), and any subsequent purchase orders issued by the Town. Where the terms of this Contract and the Contractor's Proposal are at variance, the provisions of this Contract shall prevail. The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract, will be resolved in the following order of precedence: (1) this Contract; (2) RFP No. 100420-FY25-22 and all addenda thereto; (3) the Contractor's Proposal dated
3.	Contract Term. The term of this Contract shall commence on and shall continue in force until Upon mutual agreement of both Parties, this Contract may be renewed for up to four (4) one-year renewal terms.
4.	Contract Amount. In return for the services identified above, the Town certifies that sufficient funds are budgeted and shall compensate the Contractor in accordance with the Contractor's Bid dated, which is attached hereto as Exhibit A and outlined below:
5.	Method of Payment. The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed within thirty (30) days after receipt of invoice or completion of services, whichever occurs later.
	Invoice must reference the Contractor's name and address, detail the hours worked and

emailed to the address(es) specified below:

services performed, must reference the purchase order number, and be mailed and/or

Town of Leesburg, Virginia Parks and Recreation Attn: Linda Fountain 60 Ida Lee Drive Leesburg, VA 20176

Email: lfountain@leesburgva.gov

- **Applicable Law and Courts.** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in a court within Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.
- 7. <u>Assignment of Contract</u>. This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.
- **8.** 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 Town, whichever is sooner. The Town, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
- **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor.
- 10. <u>Notice</u>. The following persons shall be contact persons for the Parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

For the Town:	Octavia Andrew Chief Procurement Officer Town of Leesburg, Virginia 25 W. Market Street Leesburg, VA 20176
For the Contractor:	

The Parties may amend such addresses by written notice to the opposite party at the given address.

11. Termination.

- A. Termination without Cause. The Town may terminate this Contract for any reason upon thirty (30) days' notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.
- B. By Town with Cause. The Town may terminate this contract if the Contractor is in material breach with this Contract and fails to adequately remedy such breach after written notice from the Town and a 14-day period to cure the breach. If this Contract is terminated by the Town for cause, the Town may withhold any further payments to the Contractor until it determines its damages and may sue the Contractor for any damages caused by the breach. If the Town terminates this Contract for cause and it is later determined that such termination was not justified, then the termination shall be converted into one without cause under Paragraph 11.A. and any liability of the Town shall be limited solely to the liability provided by that paragraph for a termination without cause.
- C. If this Contract is terminated by the Town, the Contractor shall within seven days thereafter deliver to the Town all Contract Deliverables regardless of the current state of completion. In such case, the Contractor grants an irrevocable right to the Town to use the Contract Deliverables without additional compensation to the Contractor, but the Contractor will not be liable for any change or alterations to the Contract Deliverables or for their use in an incomplete state.
- D. Notwithstanding the foregoing, the Contractor agrees that any resulting contract is subject to annual appropriations of the Leesburg Town Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.
- **Integration Clause.** This Contract, including all incorporated Contract Documents, shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the Parties hereto related to the subject of this Contract.
- 13. Notice of Required Disability Legislation Compliance. The Town is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, the Town may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or

activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

- **14.** Faith Based Organizations. The Town does not discriminate against faith-based organizations.
- **Immigration Reform and Control Act of 1986.** By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- 16. Payment to Subcontractors. Within seven (7) days after receipt of amounts paid by the Town for work performed by a subcontractor under this Agreement, the Contractor shall either: a) pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under this Agreement; or b) notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the Town.
- 17. Authority to Transact Business in Virginia. 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 herein that enters into an Agreement with the Town pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The Town may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 18. <u>Counterparts.</u> This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any

amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original. A wet signature affixed or inserted electronically to this Contract shall be deemed an original signature.

19. Ethics in Public Contracting. The provisions contained in Sections 2.2 4367 through 2.2 4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Town. A copy of these provisions may be obtained from the Town upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2 498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

Exemption from Taxes. Pursuant to Va. Code § 58.1-609.1, the Town is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the Town for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contract from including its own sales tax expense in connection with the Contract in its Contract price.

21. Employment Discrimination by Contractors Prohibited.

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, 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.
 - 2. 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.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

22. <u>Drug-free Workplace</u>.

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 purpose 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 a controlled substance or marijuana during the performance of the Contract.

- 23. Delays and Delivery Failures. Time is of the essence. The Contractor must keep the Town advised at all times of status of Parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to Town. Should Contractor fail to deliver the proper item/service at the time and place contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Town, or should the Contractor fail to make a timely replacement of rejected item/service when so required, the Town may purchase item/service of comparable quality and quantity in the open market to replace the undelivered or rejected item/service. The Contractor shall reimburse the Town for all costs in excess of the Contract price when purchases are made in the open market; or, in the even that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractor's nonperformance shall be deducted from the balance as payment.
- **Substitutions.** No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Town. Where specific employees are proposed by the Contractor for work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the Town agrees to substitution. Requests for substitutions shall be reviewed and may be approved by Town at its sole discretion.
- **Workmanship and Inspection.** All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The Town reserves the right to require immediate removal of any Contractor employee from Town service it deems unfit for service for any reason, not

contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Further, the Town may, from time to time, make inspections of the work performed under the Contract. Any inspection by the Town does not relieve the Contractor of any responsibility in meeting the Contract requirements.

Contractual Disputes. The Contractor shall give written notice to the Procurement Officer of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Procurement Officer by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Procurement Officer shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the Town's receipt of the claim.

The Procurement Officer's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

- **Severability.** In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
- **28. Force Majeure.** A party will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the party that make performance impossible or illegal, unless otherwise specified in the Contract.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and Town has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

29. Survival of Terms. Upon expiration or termination of this Contract, Sections 6 (Applicable Laws and Courts), 8 (Audit), 9 (Indemnification), 10 (Notice), 16 (Payment to Subcontractors) and 26 (Contractual Disputes) shall continue and survive in full force and effect

30. Insurance.

Contractor shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Contractor shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. Contractor shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia. In addition, Contractor shall also carry other insurance coverage deemed by the Town to be appropriate to this agreement.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage shall be furnished to the Town. The Town of Leesburg shall be named as an additional insured on commercial general liability, umbrella/excess coverage, and automobile coverage. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days' prior written notice of such action to the Town.

Parties' Relationship. It is the intent of the Parties hereto that the Contractor shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that these bodies shall be at no time legally responsible for any negligence on the part of said Contractor, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

- **Ownership of Documents.** Contractor agrees that all information, finished or unfinished documents, data, studies, surveys, specifications, records, reports and other material gathered and/or prepared by or for it under the terms of the Contract shall, at the Town's option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- **Authorization.** Contractor affirms that its signatory below is legally authorized to sign this Contract on its behalf.

In witness whereof, the Parties below execute this Contract as of the date first above written.

TOWN OF LEE	SBURG, VIRGINIA		
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
NAME	Kaj H. Dentler	NAME	
TITLE	Town Manager	TITLE	
DATE		DATE	

<u>ATTACHMENT NO. 1: PRICING FORM</u>
The Pricing Form of the Request for Proposal (RFP) is hereby deleted in its entirety and replaced with the attached Pricing Form, incorporated herein.

PRICING FORM RFP NO. 100420-FY25-22 GRAPHIC DESIGN SERVICES FOR TOWN EVENTS

Item No.	Description of Service	Estimated Quantity (Annually)	Unit of Measure	Unit Price	Extended Price
1	Original Logo	6	Each	\$	\$
2	Update an existing event logo	1	Each	\$	\$
3	Black and white periodical advertisement design	2	Each	\$	\$
4	Color periodical advertisement design	25	Each	\$	\$
5	Advertisement Resizing - Color	50	Each	\$	\$
6	Advertisement resizing – black and white	2	Each	\$	\$
7	Addition of spot color to advertisement	1	Each	\$	\$
8	Rackcard design single-sided, full color	1	Each	\$	\$
9	Rackcard design two-sided, full color	4	Each	\$	\$
10	Poster Design (12" x 16") full color or other pre-determined size	6	Each	\$	\$
11	T-shirt design	5	Each	\$	\$
12	Web ad designs, such as banner ads, Facebook icons, etc.	35	Each	\$	\$
13	Other specialty advertising pieces (cups, bags, etc.)	5	Each	\$	\$
14	Additional revisions, corrections, edits, etc. (# allowable under proposal)	6	Edits	\$	\$
	(SUM OF			OPOSED PRICE F ITEMS 1 – 14)	\$

Instructions to Offerors:

Proposals must be sealed with appropriate markings on the outside of the envelope or container. Complete all items or your proposal may not be considered. Subject to terms and conditions contained in the Request for Proposal.

Offeror guarantees product or services offered will meet or exceed specifications identified in this Request for Proposal, subject to all conditions stated herein.

Proposed prices shall include all labor, supervision, tools, equipment, transportation (including fuel, tolls, etc.), permit and licenses, and management to perform the services as stated herein.

By:	Title:	Date:

SATURDAY, APRIL 20

10:00am - 11:30am Hillary Veltri 12:00pm - 1:30pm Levi Stephens

1:45pm - 2:00pm Tree City USA Presentation

2:00pm - 3:30pm Julia Kasdorf 4:00pm - 5:30pm Lil' Maceo

SUNDAY, APRIL 21

10:00am - 11:15am Gary Smallwood 11:45am - 1:00pm Juliet Lloyd

1:00pm - 1:15pm Landscape Showcase Winner

Announced

1:30pm - 2:45pm Scott Kurt

3:15pm - 4:30pm **Ken Francis Wenzel**

The Garden Patch Stage at Town Green

SATURDAY, APRIL 20

11:00am - 12:00pm Rocknoceros

The Mid Atlantic's favorite children's

band is back!

12:30pm - 1:00pm Blue Ridge Thunder Cloggers Kim's Tae Kwon Do - SWAT TEAM 1:30pm - 2:00pm

2:30pm - 3:30pm **Blue Ridge Wildlife Center** See native Virginia wildlife,

live on stage!

4:00pm - 4:30pm Bella Ballerina

5:00pm - 5:30pm The Catoctin School of Music

SUNDAY, APRIL 21

11:00am - 11:30am A Place To Be

Meet and learn about hawks, owls.

falcons, and eagles!

1:30pm - 2:00pm **Loudoun Ballet Performing Arts**

Company

2:30pm - 3:30pm The Science Guys

Science and entertainment meet!

4:00pm - 4:30pm **Bull Run Cloggers**

**DJ C Squared spinning great music and leading games all weekend long between performances.

Beer Garden Stage on Top of Garage

SATURDAY, APRIL 20

12:00pm - 2:30pm **Doin Time** 2:30pm - 3:30pm **Scott Hetz Clark** 3:30pm - 5:00pm **Doin Time**



SUNDAY, APRIL 21

11:30am - 3:30pm Duck Chuck Goose

(Eric Campbell & Charlie Gray)

Saturday, **August 10th** 5:00-10:00pm Leesbura www.tasteleesburg.com for more information.





Enjoy your summer in Leesburg style

Upcoming 2024 Events

AV Symington Aquatic Center Opens Saturday, May 25

> **Memorial Day Ceremony** Monday, May 27

Summer JAMS Concert series Saturdays, June 8 - August 17

Independence Day Celebration Thursday, July 4

> **TASTE Leesburg** Saturday, August 10







SPECIALTIES





+148 CLINICAL

Our goal at Loudoun Medical Group is to provide every patient with quality medical care and personalized service. As one of the largest and most diverse physician-owned, multi-specialty group practices in Virginia, our physicians are linked through sophisticated management and clinical support services.

Visit us at our booth and find out how you can help our medical practices grow! As presenting sponsor of the festival, we are proud to offer:

- A FREE prize wheel for kids and adults
- A FREE raffle with prizes valued at \$100 or more. Must be 18 or older to enter.



One Group. Infinite Possibilities.

LMGDoctors.com

703-737-6010

facebook.com/LoudounMedicalGroup X.com/LMGDoctors linkedin.com/company/loudoun-medical-group

Historic Downtown Leesburg





Mountcastle Medical Spa and Laser Center (ountry

State Farm -Cynthia Michitsch, Agent

Spring!

Washington Gardener Yield Bookkeeping Services

Wegmans Food Markets, Inc.

flowerandgarden.org

LoudounNow

John C.

FLOOD

Saver

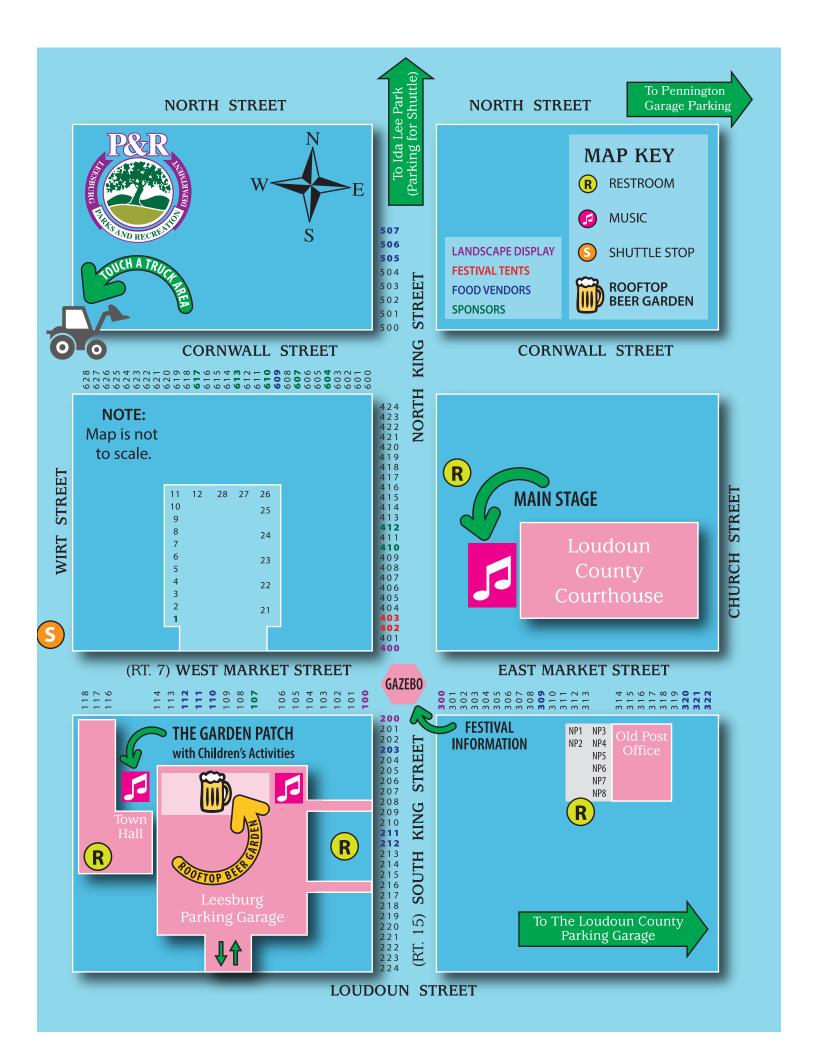
Prepare to be impressed.

RENEWAL by ANDERSEN

LOUD

CREDIT UNION

Harris Teeter delivery



LIGHTFOOT LOT 3 10 11 12 21 22 23 24 25 26 27 28 **STREET** 100 101 102 103 104 105 106 107 109 110 111 112 116 118

Washington Gardener **GOLD STAR NURSERY** I See Spain Legacy Farms Ben May Clay Day Three Bath & B Loudoun Wildlife Conservancy Snickers Run Garlic Farm Serenity Glass J.Potts Design SavATree Sleepy Hollow Light Hughes Custom Woodworking LLC kimberlyskrafts Mam Jam's Candle Company Kris Krafts Stained Glass Out of the Woodwor Floppy Hat Ceramics K&S Wood Crafts LL Battle Worn Flags **WEST MARKET** Deckscapes of Virg The Painted Garden Radical Roots Organ Farm CRAFT Riverbend Landscap & Tree Service Glorious Goblets moss studios Loudoun Medical Group District Hemp Botan Foliage Plant Shop Birch Tree Bookst LA TAQUERIA LB Concessions Bruster's Real Ice Cream Harvesting History Heirlooms Mid-Atlantic Pine St Mulch Nica-Art Ornametal Welding Buttonville Crafts for your favorite landso design in this year' Landscape

Design Showcase Place your vote 322 using your phone!

STREET

SOUTH KING

EKY	200	Fine Landscapes	400	Homeland Contractors
	201	Nelsons Creative Wood	401	Hope Flower Farm
		Products, LLC	402	P&R Tote Bag Tent
	202	Earth Essentials by	403	P&R Wagon Tent
ody		Erica	404	ONICE
	203	Bar Therapy Beverages	405	The Cottage of Herbs
	204	ABIJA BLUE	406	Avant-Garden Pottery
:	205	Peony's Envy	407	Northern Virginia
	206	Althouse Pottery	407	Wholesale Growers
	207		408	
		Hummingbird-ology		Fly Home Birdhouses
	208	LaBella's Paper Petals	409	Acer Acres Japanese
_	209	Tower Garden by Juice	440	Maples
S		Plus+	410	Loudoun Now
,	210	Papa's Birdhouses	411	A Farm Less Ordinary
,	211	King Street Oyster Bar	412	Loudoun Credit Union
	212	Green Tree Tavern	413	R&B Crafts
	213	Plants & What Knot	414	Montgomery Shade &
	214	Wood Fired Pottery		Awning, Ltd
	215	NoVa Deer Shield	415	GREG'S ART &
	216	Murrell's Salsa		GARDEN IRON
k	217	Sinbad Crafts and	416	X-treme Products
:S		Plants	417	Wood Thrush Native
LC	218	The Global Local		Nursery
	219	Wind and Fire Chimes	418	Soco Swings
	220	Bucks County Flowers	419	Forest Shepherd Farm
		and Things	420	True Honey Teas
	221	GOURMET	421	J&B Herb and Plant Farr
		CREATIONS	422	Premium Spas and
ginia	222	Loudoun County Master		Billiards
1		Gardener Association	423	For The Birds
nic	223	Richs Hand Carved	424	Cannabreeze Hemp
	223	Root Baskets	727	Carriabreeze riemp
	224		TIDD	ED NODTH
oes	224	Plants with Purpose Farm		ER NORTH
		raiiii		G STREET
	D 4 (500	Whisper Hill Farm
		ST MARKET	501	Lammar Marie's
	STI	REET		Gourmet Popcorn
	300	Wildwood Landscape	502	Native Perennials
icals	301	NVCC Horticulture	503	Blooming Mountains
&		Club and Program		Botanical Sanctuary
ore	302	Parsonage Handmade	504	SUNNY SPROUTS
		Soaps		GREENHOUSE
	303	Tres Trop, LLC	505	YummieThaiKitchen
	304	Celestial Bonsai	506	Laughing Crab Catering
	305	SEVEN BARRELS	507	International Grill Co.
	306	MOCATINAS		
	307	Succulents2Go	Т	OOETOD
raw	308	Laura's Raw Honey	r	ROOFTOP
	309	Paisano's Pizza		BEER
	310	Camerton Cottage		
LLC	311	DC Lighting Pro		GARDEN
	312	Putnam Hill Nursery		
	313			SPONSORED BY:
	313	Town of Leesburg Tree	Co	untry Buick GMC
1	244	Commission		
1	314	MAXXDOGGTOYZ	Be	ar Chase Brewing Co.
ape	315	Presentability LLC	L	oudoun Brewing Co.
apc	316	Dondero Orchards		larvest Gap Brewery
	317	Purcellville Flag Co.		
	318	Catty Corner Cafe		Lost Barrel Brewing
	319	WW Farms, Lavender		Old Ox Brewery
		Fields	Voni	sh Farmwoods Brewery
	320	Leisure Time	vani	on rainiwoods brewery

Concessions VA LLC

Blue Ridge Kettle Korn

Skrimp Shack

LLC

CORNWALL STREET 600 Shenandoah Crafts dchurch Pottery racto hard's Seagrass Hats doun Awakening wer Home Remodeling asant's Parcel erbs and Barb's Crafts ttery efly Acupuncture nd Wellness wers squito Shield uses g of Pops Chantilly nese nn C. Flood of VA to get it bonsai Little Plants & Pots inary Unio newal By Andersen rabauble de 8 nalle Limited Fragrances chen Saver n Farm at Prospect ive tes Ornate Kollgaard Artwork rianart Farr stic Designs nt & Shadow nt F nd tlett Tree Experts HO Barkery ginia Energy Sense . Department of mp ransportation, ipeline and Hazardous Materials

LOWER NORTH

KING STREET

ors	601	Mudchurch Pottery
	602	Richard's Seagrass Hat
	603	Loudoun Awakening
	604	Power Home
		Remodeling
3	605	Peasant's Parcel
/	606	Bill and Barb's Crafts
,	607	Firefly Acupuncture
S		and Wellness
3	608	Mosquito Shield
	609	King of Pops Chantilly
	610	John C. Flood of VA
	611	Got to get it bonsai
У	612	The Little Plants & Pots
on		Shop
	613	Renewal By Andersen
ķ	614	Terrabauble
	615	Temalle Limited
	616	SS Fragrances
	617	Kitchen Saver
	618	Irwin Farm at Prospect
	619	Slates Ornate
	620	Isa Kollgaard Artwork
m	621	Marianart
111	622	Artistic Designs
arm	623	Light & Shadow
aiiii	624	Bartlett Tree Experts
	625	ECHO Barkery
	626	Virginia Energy Sense
	627	U.S. Department of
	·	Transportation,
		Pipeline and
		Hazardous Materials
		Safety Administration
	628	Town of Leesburg

NON PROFITS -POST OFFICE LOT NP1 Loudoun Volunteer

Works

Department of Public

Rescue Squad NP2 Loudoun County **Public Library** Loudoun County Health Department NP4 Loudoun Museum

NP5 UUCL

NP6

Remnant Farm

Hard Kombucha

Fabbioli Cellars

Loudoun Volunteer Caregivers

Environmental Advisory Commmission

NP8 Loudoun Symphony

FOOD VENDORS SPONSORS FESTIVAL TENTS

LANDSCAPE DISPLAY

By attending the Leesburg Flower and Garden Festival, you are granting the Town of Leesburg permission to use photographic images of you and/or your minor children for marketing purposes.









THANK YOU to our generous sponsors for supporting TASTE LEESBURG 2024

RETRO ARCADE LOUNGE

(On Town Green)

FEATURING:

Skee Ball • Air Hockey

Basketball • Photo Booth

Cornhole • Beer Pong

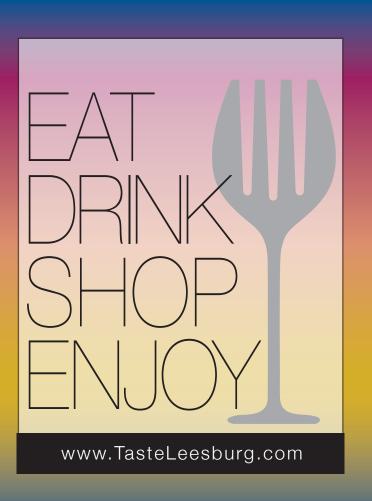
Caricature Artist

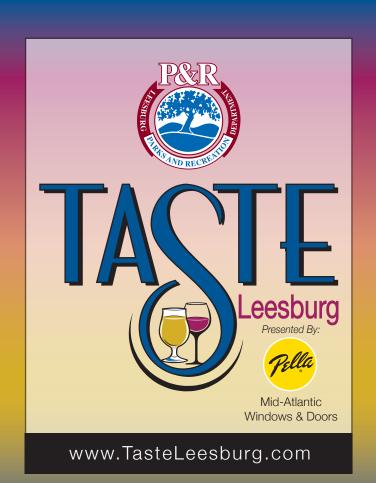
STREET PERFORMERS

Darth Vader & Princess Leia Fire Dancer Performance: 6:30PM & 7:15PM

www.TasteLeesburg.com







D) C 2duared: 8:30PM - 10:00PM Lumina Motion Performance: 8:00PM purchase of TASTE Tasting ticket. Sample size: 1 oz.) (Limited supply, samples are while supplies last, included with Wine Tastings: 6:00PM, 6:45PM, & 7:30PM D] Memory Lane: 5:00PM - 8:30PM (On Upper N. King) Sip 'n Savor Stage: Billy T Wilde: 8:00PM - 10:00PM Pebble to Pearl: 6:30PM - 7:30PM

DJ C Squared: 5:00PM - 8:00PM & band breaks (Located at the intersection of Market & King Street)

Main Stage

ENTERTAINMENT

TWO STAGES OF

(Ticket booths on Courthouse lawn)

Drink licket Needed

Local Breweries and Wineries

BEEK & MINE

Restaurants and Food Trucks

CREAT EATS

Offerors must take due notice and be governed accordingly. This addendum must be acknowledged as indicated in the Request for Proposal or your proposal may not be considered.

For the Town of Leesburg, Kelly Neff, CPPB, VCO Buyer Town of Leesburg, Virginia

Email: kneff@leesburgva.gov

Bid Board: http://www.leesburgva.gov/bidboard