



TOWN OF LEESBURG, VIRGINIA  
REQUEST FOR PROPOSAL NO 100420-FY12-01

**Sponsorship Coordination for Major Town of Leesburg Special Events**

Issue Date: May 16, 2012

Due Date: June 6, 2102, 3:00 PM

RFP No.: 100420-FY12-01

Mailing Address: Town of Leesburg  
Procurement Office  
25 W. Market ST  
Leesburg, VA 20176

Technical Contact: Jeremy Payne  
Recreation & Events Manager  
Phone: 703-737-7151  
E-mail: [jpayne@leesburgva.gov](mailto:jpayne@leesburgva.gov)

Purchasing Contact: Kathy S. Elgin, CPPO  
Chief Procurement Officer  
Phone: 703-737-7176  
E-mail: [kelgin@leesburgva.gov](mailto:kelgin@leesburgva.gov)

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- I. SCOPE OF SERVICES:** The Town of Leesburg is requesting written proposals to provide special events sponsorship coordination services. The firm's primary responsibility is to create sponsorship packets and seek sponsorships for the following events:
- A. Independence Day Celebration: This day long celebration is one of the most time honored, popular community events in Loudoun County. Close to 20,000 residents from Leesburg and surrounding areas come to enjoy a day of festivities, starting with a home town parade in historic downtown Leesburg, and ending with music, holiday food and a fireworks presentation.
  - B. Flower & Garden Festival: This festival is a unique two day event developed in partnership with the Parks and Recreation Department, citizen, business and community groups, as well as Town agencies. The street festival transforms six blocks of the 18<sup>th</sup> century historic downtown Leesburg into a botanical garden, attracting over 35,000 people. The festival satisfies both the avid and beginning gardener's appetite by offering award winning landscape displays with designers on hand, fresh cut flowers, trees and shrubs, garden sculptures, arts and crafts, fountain displays and much more. There are over 150 vendors, plus a variety of food and entertainment.
  - C. New events added by the Town may be added to the scope of work upon mutual agreement of both parties.

**II. CONTRACT PERIOD:** The resulting contract will begin on the date of execution and extend for a twelve-month period. Upon mutual written agreement of both parties, the Town may extend this contract for up to three additional one-year periods. The contract price for the renewal period may be negotiated.

**III. TECHNICAL SPECIFICATIONS**

- A. CONTRACTOR PROVIDED SERVICES:** The successful contractor will be responsible for the following:

**SECURING SPONSORS:** Contractor will be responsible for identifying and contacting potential sponsors in addition to securing sponsorship revenue for each event. The Town of Leesburg will pre-approve potential sponsor contracts.

**SPONSOR NOTIFICATION:** Contractor will be responsible for sending invoices to sponsors and coordinating payment.

**ADVISING ON SPONSORSHIP PACKAGE/LEVELS OF SPONSORSHIP:** The Contractor will provide input on the different levels of sponsorship available to meet or exceed the desired revenue goals of the Town. Contractor should strive to maximize the level of sponsorship acquired.

**MEETING DEADLINES ESTABLISHED ON EVENT TIMELINES:**

Contractor must be able to secure sponsors in a timely fashion in order to meet the advertising deadlines established by the Town. The Town reserves the right to modify the event timelines as necessary.

**REVIEWING ADVERTISEMENT DESIGNS FOR SPONSOR**

**PLACEMENT:** Contractor will be responsible for evaluation of ad designs to ensure correct sponsor placement. Contractor must have the ability to email soft copies for editing & approvals as well as meeting face to face as needed.

**ON-SITE AT FESTIVAL TO ASSIST WITH SPONSOR SET UP:**

Contractor will be responsible for being on-site the day of the festival to assist sponsors with set up. The Contractor will also attend the events for a mutually agreed upon period of time to provide the sponsors with support and to evaluate the event.

**THANK YOU LETTERS POST EVENT:** Contractor is responsible for sending out thank you letters to all sponsors within two business days after the event.

**NOTE: This is not a request for marketing or branding services. Proposal submitted should not contain reference to these services.**

- B. **TOWN PROVIDED INFORMATION AND SERVICES:** The Town will provide the following information:

**HARD AND SOFT COPIES OF THE SPONSORSHIP PACKAGE:** Once the package design and contents are finalized, the Town will provide the Contractor with the requested number of sponsorship packages in hard copy as well as the package in soft copy for distribution to potential sponsors. These packages will include copies previous ads, marketing pieces, shirts, cups, etc. that bear the previous year's sponsor logo and/or name.

**AD AND PRINTING DEADLINES:** The Town of Leesburg shall provide a complete ad and promotional material printing schedule for the Contractor.

**AD PROOFS:** The Town of Leesburg will provide proofs of all printed materials for Contractor review before the printing deadline.

**ADMINISTRATIVE SERVICES:** The Town will incur the costs of mailing and copying sponsorship packages. Some administrative support may be provided for collection of payment, artwork, or other details pertaining to the potential sponsorship.

**IV. PROPOSAL CONTENT, SELECTION PROCESS AND AWARD**

- A. CONTENT

**QUALIFICATIONS** - Proposals are to include individual qualifications and the firm's experience

**COST PROPOSAL COMPENSATION PACKAGE:** As part of the proposal, the contractor will submit a commission based proposal. This proposed rate(s) can be fixed or on a sliding scale provided the escalated rates are tie to levels that exceed the stated revenue goals. Flat contractor or retainer fees will not be allowed.

**REFERENCES:** References from clients with whom the Offeror has performed similar services as outlined herein.

**EXAMPLES OF EVENTS OF SIMILAR SIZE AND NATURE:** A portfolio of up to six pages of your best work is preferred.

**B. EVALUATION CRITERIA:**

**COST OF SERVICES** – Evaluated based on the following minimum revenue goals:

Flower & Garden Festival	\$40,000
Fourth of July Celebration	\$10,000

**EXPERIENCE AND RELEVANCE OF PRIOR WORK** - This will be evaluated by past references and examples of similar work.

**SERVICE DELIVERY** - This will be evaluated by contacting references.

**C. PROPOSAL SUBMISSION :** One (1) original and three (3) copies of the qualifications and cost proposal must be submitted to:

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

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

**D. EVALUATION PROCESS:** The Town will evaluate proposals based on the criteria stated above. Two or more of the top rated firms will be invited in for interviews. Discussions will ensue with two or more of those firms interviewed for the purpose of negotiating a final scope. Those Offerors will be asked to submit a best and final offer.

- E. **AWARD:** The Town intends to award this as best value procurement. 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, negotiations and best and final offers.

V. GENERAL TERMS AND CONDITIONS

- A. **QUESTIONS AND ADDENDA:** Offerors shall carefully examine this RFQ and any addenda. Offerors should seek clarification of any ambiguity, conflict, omission or other error in the RFQ in writing. Questions should be addressed to the Purchasing Officer and must be received no later than 5 days prior to the due date. If the answer materially alters the scope of the RFQ, the information will be incorporated into an addendum and sent to all known offers via email, fax or US mail. Oral questions or comments will not be binding.
- B. **DISPOSITION OF PROPOSALS:** All materials submitted in response to this RFQ 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 after the award and will be open to public inspection. 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 in Section K “Disclosure.”
- C. **DISCLOSURE:** In compliance with the Town’s purchasing policy, all proposals will be available for public inspection after the contract award. Trade secrets and proprietary information submitted by an Offeror 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 reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs are to be protected is unacceptable.
- D. **COST 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.
- E. **PRIME VENDOR RESPONSIBILITIES:** Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFQ. If the Offerors proposal includes services provided by others, the Offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The Offeror will be considered the sole point of contact with regard to all stipulations, including payment of all changes and the meeting of all requirements of this RFQ.

- F. 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.
- G. CONFLICT OF INTEREST STATEMENT:** The conflicts of interest statement attached to this RFQ must be executed and returned with the proposal documents. See Offeror Submission Form.
- H. ETHICS IN PUBLIC CONTRACTING:** Offeror will familiarize itself with the Code of Virginia, Section § 2.2-4367 through § 2.2-4377, titled “Ethics in Public Contracting”, and will abide by such provisions in submission of its proposal and performance of any contract awarded.
- I. NON-DISCRIMINATION** -Offeror agrees that it will adhere to the non-discrimination requirements set forth in the Code of Virginia, Section § 2.2-4311, which will be incorporated into any contract awarded.

The Contractor also agrees to comply, and to require all suppliers and subcontractors paid in whole or in part from funds made available under the contract, to comply with Section § 122 (A)(1) of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), as amended to wit:

“No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity of a State government or unit of Local government, which government or unit receives funds made available under Subtitle A (of title 1 of the Act).

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity.”

- J. ANTI-COLLUSION:** The signer of the proposal must declare that all persons, companies and 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 Offeror Submission Form.

- K. CONTRACT EXECUTION:** The successful Offeror will be required to execute the attached contract, Attachment III. Questions or concerns with any of the contract terms and conditions are to be addressed in the original proposal.
- L. LEGAL COMPLIANCE:** Offerors must comply with all Federal, State and Local laws and regulations.
- M. FAITH-BASED ORGANIZATIONS:** The Town of Leesburg does not discriminate against faith-based organizations.

**N. 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.

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.

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.

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.

- O. 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 Purchasing Officer.



**P. USE BY OTHER LOCALITIES**

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

It is the Contractors responsibility to notify the public body(s) of the availability of the contract.

Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of the public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The Town of Leesburg shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that Public Body by the Contractor.

**OFFEROR SUBMISSION FORM**

**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 RFP and certify that I am authorized to sign for my company.**

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

**BIDDER MUST RETURN THIS FORM WITH BID**

**REFERENCES**

**QUALIFICATIONS OF BIDDER:** Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.

\_\_\_\_\_ Years, \_\_\_\_\_ Months

Provide a list of at least (5) accounts, preferably governmental that your firm has provided similar goods and/or services to in the past twelve (12) months.

PLEASE PRINT OR TYPE

1. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
2. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
3. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
4. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
  
5. FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**CONTRACT NO.**

**[SOLICITATION TITLE]**

This **CONTRACT** (the “**CONTRACT**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **TOWN OF LEESBURG, VIRGINIA** (the “**TOWN**”), a municipal corporation, and \_\_\_\_\_, a \_\_\_\_\_ having a usual place of business at \_\_\_\_\_ (the “**CONTRACTOR**”).

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **Provision of Services.** The Contractor hereby agrees to provide the following services to the Town:

[DESCRIPTION OF SERVICE]

2. **Contract Documents.** The Contract Documents consist of this Contract, the [IFB or RFP], the Town Purchase Order and the \_\_\_\_\_ proposal, dated \_\_\_\_\_. Where the terms of this Contract and the Contractor’s proposal are at variance, the provisions of this Contract shall prevail.

3. **Contract Term.** The term of this Contract shall consist of the period of time [ PERIOD OF TIME].

4. **Contract Amount** In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor [\$ AMOUNT]. The total project is expected not to exceed [\$ AMOUNT].

5. **Method of Payment.** The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed within [PAYMENT TERMS OR SCHEDULE] or receipt of invoice or completion of services, whichever occurs later.

Invoice must detail the hours worked and services performed and be mailed to the address specified below and must reference the purchase order number.

Accounts Payable, Town of Leesburg, PO Box 88, Leesburg, VA 20178

6. **Applicable Law and Courts.** This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.
7. **Assignment of Contract.** 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 agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
  
9. **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, provided that such liability is not attributable to the sole negligence of the Town.
  
10. 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:
  1. For TOWN:
  
  2. For CONTRACTOR:

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

11. **Termination by Town without Cause.** The Town may terminate this Contract for any reason upon ten (10) 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.
  
12. **Integration Clause.** This contract 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.

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

TOWN OF LEESBURG

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_

(CONTRACTOR)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_