



TOWN OF LEESBURG, VIRGINIA

**ANNUAL FLOWER & GARDEN FESTIVAL
(BEVERAGE & EVENT SERVICES)**

RFQ NO. 100411-FY16-17

ISSUE DATE: January 13, 2016

BID DUE DATE: February 2, 2016; 5:00 P.M.

MAILING ADDRESS: Town of Leesburg
Procurement Division
PO Box 88
Leesburg, VA 20178

DELIVERY ADDRESS: 25 W. Market Street
Leesburg, VA 20176

CONTACT: Octavia Andrew
Chief Procurement Officer
Phone: 703-737-7176
Fax: 703-771-2727
E-mail: oandrew@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this RFQ will be posted on the Town's bid 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.

TABLE OF CONTENTS

I.	Purpose	3
II.	Contract Term	3
III.	Scope of Services	3
IV.	Terms and Conditions	4
V.	Award Criteria	9
VI.	Submittal Instructions	9
VII.	Quote Form – Pricing Page	10
VIII.	Quote Submission Form	11
IX.	Standard Contract.....	12

I. PURPOSE

The Town of Leesburg is accepting quotes for the Annual Flower and Garden Festival's Beer and Wine Garden. The Beer and Wine Garden for the Festival is located on the Town Green (25 W. Market St, Leesburg, VA 20176).

II. CONTRACT TERM

The initial term of this Contract shall commence on March 1, 2016 and shall expire on February 28, 2017. Upon mutual agreement of both parties, this contract can be renewed for four (4) one-year renewal options or four (4) additional Flower and Garden Festivals. The performance under this contract is seasonal and shall consist of recruitment and set-up activities prior to the Flower and Garden Festival as well as the actual event days of the Flower and Garden Festival. Each Flower and Garden Festival event will be mutually agreed between the Town and the Contractor on an annual basis. The Town reserves the right to not host a Flower and Garden Festival for any year thereof.

III. SCOPE OF SERVICES

Flower and Garden Festival's Beer and Wine Garden 2016

Dates:	Saturday, April 16, 2016 and Sunday, April 17, 2016
Garden Hours:	10:00 a.m. – 6:00 p.m. Saturday 10:00 a.m. – 4:30 p.m. Sunday
Rental Time Begins:	Friday, April 15, 2016 at 8:00 a.m.
Rental Time Ends:	Sunday, April 17, 2016 at 8:00 p.m. (approx)
Weather:	The Festival is a rain or shine event as is the Beer and Wine Garden. If severe weather occurs, the Festival organizers may deem it necessary to close the event for a period of time or to close for the day.
Location:	Town Green, 25 W. Market St, Leesburg, VA 20176
Event Details:	The Leesburg Flower and Garden Festival hosts a family-friendly Beer and Wine Garden. The Garden highlights local wineries and breweries for upwards of 1,500 attendees. Wineries and Breweries line the perimeter of the grass with their tents and offer samples. The Garden is roughly 80 feet long and 45 feet wide. The entrance fee to the Garden includes a tasting glass and 2 tickets. Traditionally, additional tickets have been available for purchase.
Services Needed:	- Obtaining wine and beer vendors for the space located on the Town Green.

- Organizing vendor load in and load out. W. Market St in front of the Town Green will be closed and lined with Festival Vendors. Load in and Load out must occur through the parking garage.
- Obtaining the necessary ABC permits.
- Fee collection services.
- Identification verification.
- Crowd control assistance.
- Arranging for musical entertainment in the Garden.
- Provide tables and chairs for Garden patrons to use.

Services Able to
Be Provided by
Town:

- Purchasing of tasting glasses
- Purchasing of tasting tickets
- Purchasing of wristbands to identify those 21 years of age and older
- Fencing around the Beer and Wine Garden
- Signage/Banner designated it as the Beer and Wine Garden area
- Restrooms inside Town Hall for Garden patrons

Flower and Garden Festival's Beer and Wine Garden 2017-2010

Scope of Services to be determined

IV. TERMS AND CONDITIONS

1. **REJECTION OF QUOTES** - The Town reserves the right to reject any or all quotes, to waive any informality in any quotes or reject any item or combination of items.
2. **CONTRACT EXECUTION** - In the event that the supplier to whom the contract is awarded does not execute a contract within 30 days after award, the Town may give notice to such supplier of intent to award the contract to the next lowest supplier, or to call for new quotes, and may proceed accordingly.

The contents of the quote submitted by the successful supplier and this RFQ shall become part of any contract awarded as a result of these specifications. The successful supplier shall be expected to sign a contract with the Town, a copy of which is enclosed. See Section VIII. Any exceptions to this contract must be clearly noted in your quote.

3. **INQUIRIES** - All inquiries concerning this RFQ must be directed, **in writing** via email to oandrew@leesburgva.gov at least seven (7) calendar days prior to the due date.
4. **UNDERSTANDING OF RFQ** - Suppliers shall thoroughly examine and be familiar with the RFQ. The failure or omission of any supplier to receive or

examine this document shall in no way relieve any supplier of obligations with respect to this quote or the subsequent contract. The submission of a quote shall be taken as prima facie evidence of compliance with this paragraph.

5. ASSIGNMENT OF CONTRACT - The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the consent and approval in writing by the Town.
6. EXCEPTIONS TO RFQ – Suppliers taking exception to any part or section of this RFQ shall clearly indicate such exceptions in their quote. Failure to indicate any exceptions shall be interpreted as the supplier's intent to fully comply with the RFQ as written. Conditional or qualified quotes are subject to rejection in whole or in part.
7. LAWS AND REGULATIONS – It shall be understood and agreed that any contract awarded on this quote shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the Commonwealth of Virginia.

SCC - Supplier must provide their identification number issued by the State Corporation Commission on the Bid 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.

8. COLLUSION AMONG SUPPLIERS – More than one quote from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a supplier has an interest in more than one quote for the work contemplated will cause rejection of all quotes in which the supplier is interested. Any or all quotes will be rejected if there is any reason for believing that collusion exists among the suppliers. Participants in such collusion may not be considered in future quotes for the same work. Each supplier, by submitting a quote and the attached RFQ Submission Form, certifies that it is not a party to any collusive action.
9. TOWN EMPLOYEES – No employee of the Town of Leesburg, Virginia, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
10. QUALIFICATION OF SUPPLIERS – Each supplier may be required, before the award of any contract, to show to the complete satisfaction of the Town that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the supplier may also be

required to show past history and reference which will enable the Town to be satisfied as to the supplier's qualifications. Failure to qualify according to the foregoing requirements will justify quote rejection.

11. **LIABILITY** – The successful supplier 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 successful supplier that make performance impossible or illegal, unless otherwise specified in the agreement.
12. **RELATION TO TOWN** – It is the intent of the parties hereto that the successful supplier 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 successful supplier, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
13. **EXPENSES INCURRED IN PREPARING QUOTE** – The Town accepts no responsibility for any expense incurred in the quote preparation and presentation. Such expenses are to be borne exclusively by the supplier.
14. **SUPPLIER RESPONSIBILITY** – Before submitting a quote, each supplier shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a quote, each supplier shall make all investigations and examinations necessary to verify any representations made by the Town that the supplier will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful supplier from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful supplier.
15. **PROTEST OF AWARD OR DECISION TO AWARD** – A supplier may protest an award or decision to award a contract under procedures as set forth in the Town of Leesburg Procurement Policy.
16. **ETHICS IN PUBLIC CONTRACTING** – The Supplier 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.
17. **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 Purchasing 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 Purchasing 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.

18. Business, Professional, and Occupational License (BPOL) –Town Code, Leesburg, VA, Sec. 17-163, license requirement.

Every person engaging in the Town in any business, trade, profession, occupation or calling (collectively hereinafter "a business") as defined in this article, unless otherwise exempted by law, shall apply for a license for each such business if:

- a. Such person maintains a definite place of business in the Town of Leesburg;
- b. Such person does not maintain a definite office anywhere but does maintain an abode in the Town, which abode for the purposes of this article shall be deemed a definite place of business; or
- c. There is no definite place of business but such person operates amusement machines, is engaged as a peddler or itinerant merchant, carnival or circus as specified in § 58.1-3717, 3718 or 3728, respectively of the Code of Virginia, or is a contractor subject to § 58.1-3715 of the Code of Virginia, or is a public service corporation subject to § 58.1-3731 of the Code of Virginia. A separate license shall be required for each definite place of business. A person engaged in two or more businesses or professions carried on at the same place of business may elect to obtain one license for all such businesses and professions if all of the following criteria are satisfied: (i) each business or profession is licensable at the location and has satisfied any requirements

imposed by state law or other provisions of the articles [Code] of the Town of Leesburg; (ii) all of the businesses or professions are subject to the same tax rate, or, if subject to different tax rates the licensee agrees to be taxed on all businesses and professions at the highest rate; and (iii) the taxpayer agrees to supply such information as the assessor may require concerning the nature of the several businesses and their gross receipts.

19. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED** – Every contract in excess of \$10,000 shall include the following provisions:

- a. During the performance of a contract, the Contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. 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 in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. **FAITH BASED ORGANIZATIONS** – The Town of Leesburg does not discriminate against faith-based organizations.

21. **USE BY OTHER LOCALITIES**

- a. Suppliers are advised that the resultant contract may be extended, with the authorization of the Supplier, 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.
- b. It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- c. 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.

- d. 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 withdrawal its extension of the award to that public body.
 - e. 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.
22. PAYMENT TERMS - The Towns standard payment terms are Net 30 days. Net 5 or 10 may be negotiated provided they are noted on the bid form as exceptions. Prepayment terms will NOT be accepted.

V. AWARD CRITERIA

All supporting documentation including photos, videos, spec sheets, insurance, and w9 are to be submitted with the bid. All bids will be evaluated on the following criteria:

- Price of overall package.
- Body of work that displays experience with events of a similar size, scope and nature. Please provide supporting material to demonstrate proficiency, range and depth of experience. Including, but not limited to, photos of work at similar events, company back ground, service descriptions, etc.
- Proof of ABC license and understanding of ABC requirements.
- Materials list for the wine and beer garden. Schematics, specs, photos, and product information for items listed is required (tables, chairs, tents, etc.).
- References. Please provide a minimum of three references that can be contacted immediately. References should be able to speak about quality of services, staff interaction, timeliness, etc.

The Town will make an award to the responsible and responsive contractor(s) whose quote is determined to be the most advantageous to the Town. The Town reserves the right to make awards to more than one contractor if the Town determines that doing so is in the best interest of the Town.

VI. SUBMITTAL INSTRUCTIONS

1. Quotes must be submitted to:

Town of Leesburg
Procurement Office
25 W. Market Street
P.O. Box 88
Leesburg, VA 20178

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

2. LATE QUOTES - It is the responsibility of the supplier to insure that the quote arrives on time and at the proper location. Late quotes will not be considered.

VII. QUOTE FORM – PRICING PAGE

Reply to:

Town of Leesburg
25 W. Market Street
PO Box 88
Leesburg, VA 20178

REQUEST FOR QUOTE

This is not a contract

Submit quote on this form

Date:	Subject: Flower and Garden Festival (Beverage & Event Services)	Bid Due Date: 5:00 p.m. local time on February 2, 2016	RFQ NO. 100411-FY16-17
Bidder Information (Name, Address, phone, fax, email) SCC Identification No. (Required) _____ BPOL License No. (If Required) _____			Delivery within _____ Days ARO
			Terms _____ % _____ No of Days or _____ NET 30 Days
			F.O.B. Destination
Instructions to Bidders: Bids must be sealed with appropriate markings on the outside of the envelope or container. Quote lowest possible price and best delivery on items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items. Subject to terms and conditions on ATTACHED SHEETS.			
Item and Description			Extended Price
Exceptions to Specifications (attach additional sheet if necessary) _____ _____ _____ _____ _____			_____ _____ _____
Bidder guarantees product or services offered will meet or exceed specifications identified in this Request for Quote, subject to all conditions stated herein and on the attached sheets.			

VIII. QUOTE FORM – SUBMISSION FORM
RFQ NO. 100411-FY16-17

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 Supplier [] 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 RFQ and certify that I am authorized to sign for my company.

Signature _____	Date _____
Name (Printed) _____	Title _____

SUPPLIER MUST RETURN THIS FORM WITH BID

IX. CONTRACT - SAMPLE

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 Town hereby agrees to provide the following facilities rental to the Contractor:**

- ❖ Use of the Town Green from Friday, April 15th, 2016 at 8:00 a.m. through Sunday, April 17th, 2016 at 8:00 p.m.

The Contractor hereby agrees to provide the following services at the Annual Flower & Garden Festival:

- ❖ Obtaining wine and beer vendors for the space.
- ❖ Organizing vendor load in and load out.
- ❖ Obtaining the necessary ABC permits.
- ❖ Fee collection services.
- ❖ Identification verification.
- ❖ Crowd control assistance.

The event will be held on the Town Green from Saturday, April 16th, 2016 from 10:00 a.m. until 6:00 p.m. and Sunday, April 17th, 2016 from 10:00 a.m. until 4:30 p.m.

2. **Contract Documents.** The Contract Documents consist of this Contract.

3. **Contract Term.** The initial term of this Contract shall commence on March 1, 2016 and shall expire on February 28, 2017. Upon mutual agreement of both parties, this contract can be renewed for four (4) one-year renewal options or four (4) additional Flower and Garden Festivals. The performance under this contract is seasonal and shall consist of recruitment and set-up activities prior to the Flower and Garden Festival as well as the actual event days of the Flower and Garden Festival. Each Flower and Garden Festival event will be mutually agreed between the Town and the Contractor on an annual basis. The Town reserves the right to not host a Flower and Garden Festival for any year thereof.

4. **Contract Amount.** In return for the services identified above, the Contractor agrees to pay the Town:

- ❖ 50% of all gross entry sales for the duration of the rental.
- ❖ 50% of all gross ticket sales for the duration of the rental.

5. **Method of Payment.** The Town shall be paid by Contractor-issued check. An invoice will be issued to the Contractor within seven (7) days of the conclusion of the rental. The invoice will be based on the number of wristbands and tickets used. Payment must be remitted within 30 days of receipt of the invoice to the address below:

**Town of Leesburg
Department of Parks and Recreation
c/o Cheryl Behrens
60 Ida Lee Drive, NW
Leesburg, VA 20176**

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. **Notice.** 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

[ENTER NAME OF CONTRACTOR]

AUTHORIZED
SIGNATURE

NAME

TITLE

DATE

AUTHORIZED
SIGNATURE

NAME

TITLE

DATE

