Loudoun County, Virginia

REQUEST FOR PROPOSAL

GROUP TOUR SERVICES FOR OVERNIGHT SENIOR CITIZEN TRIPS

ACCEPTANCE DATE:	Prior to 4:00 p.m., December 18, 2007 "Local Verizon time"
RFP NUMBER:	QQ-01373
ACCEPTANCE PLACE:	Department of Management and Financial Services Division of Procurement, MSC #41C 1 Harrison Street, SE, 4th Floor Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

Courtney L. Raye, CPPB

Contracting Officer

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This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: November 26, 2007

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

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Prepared By: *Courtney L. Raye, CPPB /s/* Date: 11/26/2007
Contracting Officer

GROUP TOUR SERVICES FOR OVERNIGHT SENIOR CITIZEN TRIPS

1.0 PURPOSE

The intent of this Request for Proposal is to obtain the services of a qualified contractor specializing in arranging group overnight motorcoach tours for the Department of Parks, Recreation and Community Services.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (10) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The following is a list of trips to be offered for 2008.

Location	Dates
New York City	April 4-7, 2008
Lancaster Show Trip & the Dutch Country	May 13-15, 2008
Mount Rushmore, the Badlands & Black Hills of South Dakota	May 30- June 9, 2008
Ottawa, Canada	July 12-17, 2008
Colorado & the Rocky Mountains	September 19-29, 2008
Myrtle Beach Show Trip	October 20-24, 2008
Branson Show Extravaganza	November 15-23, 2008
Biltmore Estate & Asheville, NC	December 1-4, 2008

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

4.1 Offeror shall include the cost of lodging for all nights during the tour, including enroute and at destination. Hotels should have a minimum two (2) star rating by American Automobile Association (AAA) or equivalent rating from another acceptable source. Rooms should all be double/double with option of single king.

4.2 Offeror shall include a continental or full breakfast for each day following a hotel stay and include dinner for all days at the destination. Meals on travel days may be included.

4.3 Offeror shall include the cost of motorcoach transportation that should be available to the group the entire time of the trip in compliance with industry and state and federal regulated policies. All motorcoaches should have seats for 57 or 58 passengers, include at least a DVD player and/or VHS player; working microphone system, restroom on board and be no more than three (3) years old.

4.4 Offeror shall include the cost of all major attractions and tours that are advertised as part of the trip; including but not limited to city or area tours with step-on guides and entrance tickets to museums, gardens, historical sites, theatre productions, etc.

4.5 Offeror shall provide name tags, luggage tags, itineraries and any other needed information for each trip participant.

4.6 Offeror shall provide a tour manager at each destination and a tour escort or local tour guide agency at the primary destination(s) to ensure all arrangements are in order.

5.0 REQUEST FOR SERVICE/RESERVATIONS

5.1 All trips shall be booked by the County with the Contractor at least ninety (90) days in advance.

5.2 Loudoun County has the right to request departure points anywhere within the County to include weekdays and weekends at no additional charge.

5.3 Notice of cancellation for a trip by the County after reservations have been made shall be given forty-five (45) days in advance at no cost to the County.

5.4 The County reserves right to revise or postpone trips due to snow emergency or other weather conditions with twenty-four (24) hours notice prior to the first pick-up without financial penalty.

5.5 The County reserves the right to revise departure and return times, trip intervals and number of trips during the time period covered by the Contract without any additional cost to the County.

5.6 The County reserves the right to request additional trips to be added to the Contract.

5.7 The County will contact the offeror and request a quote for each potential trip. Each quote will have a detailed breakdown of all charges in relation to those amounts and fees listed in Section 10.0.

6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Contract Terms and Conditions. **Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Contract terms may result in rejection of the proposal.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

6.2 Contract Period

The Contract shall cover the period from February 1, 2008 through January 31, 2009, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Any such changes to rates shall be approved by the County in writing.

Notice of intent to renew will be given to the Contractor in writing, normally ninety (90) days before the expiration date of the current term.

6.3 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at

all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.6 Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted prior to entering into the Contract and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

$1,000,000	General Aggregate Limit
$1,000,000	Products & Completed Operations
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence Limit
$50,000	Fire Damage Limit
$5,000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

$1,000,000	Combined Single Limit
$1,000,000	Each Occurrence Limit
$5,000	Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, $1,000,000.

D. Owners' & Contractor' Protective Liability

Policy will be in the name of the County. Minimum limits required are $1,000,000

E. Coverage Provisions

1. The Contractor shall furnish to the County certificates of insurance including all policy exclusions and endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached. The certificates shall indicate the Contract name and number.

2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

5. The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or

void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.

6. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

6.7 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

6.8 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.9 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, 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 by public entities on the basis of disability. 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.

6.10 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 County. A copy of these provisions may be obtained from the Purchasing Agent 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.

6.11 Employment Discrimination by Contractors Prohibited

Every Contract of over $10,000 shall include the following provisions:

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.

6.12 Drug-free Workplace

Every Contract over $10,000 shall include the following provision:

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 behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.13 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

6.14 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution.

Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

6.15 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 County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

6.16 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. 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.

6.17 Invoicing and Payment

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges, including hourly rate, mileage and other applicable fees.

Invoices shall be submitted to the Bill To address referenced on the individual purchase order. The downpayment shall be due within sixty (60) days of the departure date. Final payment shall be due within thirty (30) days of the trip departure date.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.18 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

B. Notify the County 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. above.

Unless otherwise provided under the terms of this Contract, 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 County.

6.19 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

6.20 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, 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.

6.21 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief at the time 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 claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

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

6.22 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement 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.

6.23 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

6.24 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

(TBD)

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement, MSC #41C
1 Harrison St, SE, 4th Floor
Leesburg, VA 20175

6.25 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

6.26 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

6.27 Criminal Background Checks

The Contractor shall submit the names, social security numbers, and other information of its employees when requested. This information will only be used by Loudoun County to obtain nation-wide criminal background checks when the county, in its sole discretion, determines it necessary for reasons of security or confidentiality. These background checks, when requested, will be performed at the County's expense.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

A. Overall appeal of the entire package offered for individual trips - ***20pts***

B. Experience in providing similar group tour packages - ***15pts***

C. Incentives to be offered to the County- ***15pts***

D. Compliance with Contract Terms and Conditions – ***5 pts***

E. Cost of services; (i.e., motorcoach transportation, lodging, meals and attractions, etc.) -***45pts***

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the short-listed offerors. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of

the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

A. Offeror shall detail in their proposal what experience they have in providing similar group tour packages.

B. Submit a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, and telephone number.

C. What incentives will the offeror provide to the County?

D. State your firm's compliance with the Contract Terms and Conditions as listed in Section 5.0 and 6.0. Specifically list any deviations.

E. List all applicable cost of services for each trip, including motorcoach transportation, lodging, meals and attractions, etc.)

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals must be submitted at the same time in separate sealed containers. Technical information provided shall not include price or cost data. The inclusion of price or cost data in the Technical proposal may be cause for the proposal being rejected. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or required. The proposal container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, the title of the RFP, and whether it is the Technical or Price proposal. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to 1 Harrison Street, SE, 4th Floor, MSC #41C Leesburg, Virginia 20175. Faxed and e-mailed proposals will NOT be accepted.

9.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for

Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
If a regular corporation, the CEO, President or Vice-President must sign.
Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.6 Preparation and Submission of Proposals

A. All proposals shall be signed in ink by the individual or authorized principals of the firm.

B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.

C. Technical and price proposals are to be returned and submitted in separate sealed containers. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.

D. Proposals must be received by the Division of Procurement prior to acceptance date and time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

E. Each firm shall submit one (1) original and three (3) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

9.7 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.8 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.9 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims

and liability for damages that may result from the information provided by the reference.

9.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.11 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County.

9.12 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.13 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.14 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.15 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

9.16 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

9.17 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

9.18 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/division/clk/diracc.html. Certain isolated transactions or sales conducted through independent contractors do not require registration. Offerors should consult the Code of Virginia Section 13.1-757 for more information.

9.19 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.20 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

9.21 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
P.O. Box 7000
Leesburg, Virginia 20177-7000

10.0 GROUP TOUR SERVICES FOR OVERNIGHT SENIOR CITIZEN TRIPS

PROPOSAL SUBMISSION FORMS

THE FIRM OF:_____

Address:_____

_____

FEIN_____

Pricing shall be based on a minimum 40 participants.

1.) New York City

$ _____ per person for single occupancy
$ _____ per person for double occupancy

2.) Lancaster Show Trip & the Dutch Country

$ _____ per person for single occupancy
$ _____ per person for double occupancy

3.) Mount Rushmore, the Badlands & Black Hills of South Dakota

$ _____ per person for single occupancy
$ _____ per person for double occupancy

4.) Ottawa, Canada

$ _____ per person for single occupancy
$ _____ per person for double occupancy

5.) Colorado & the Rocky Mountains

$ _____ per person for single occupancy
$ _____ per person for double occupancy

6.) Myrtle Beach Show Trip

$ _____ per person for single occupancy
$ _____ per person for double occupancy

7.) Branson Show Extravaganza

$ _____ per person for single occupancy
$ _____ per person for double occupancy

8.) Biltmore Estate & Asheville, NC

$ _____ per person for single occupancy
$ _____ per person for double occupancy

Loudoun County, Virginia

Division of Purchasing
One Harrison Street, 4th Floor
P.O. Box 7000
Leesburg, Virginia 20177-7000

CHARTER BUS SERVICE

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

ITEM:	INCLUDED: (X)
1. References	_____
2. Addenda, if any.	_____
3. One (1) original and three (3) copies	_____
4. Proposal Response Information (8.0)	_____
5. W-9 Form	_____
6. Certificate of Insurance	_____

Person to contact regarding this proposal:_____

Title:_____Phone:_____Fax:_____

E-mail_____

Name of person authorized to bind the Firm (9.5):_____

Signature:_____Date:_____

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01373

Please take the time to mark the appropriate line and return with your proposal.

☐ Associated Builders & contractors	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
	☐ The Plan Room
☐ Email notification from Loudoun County ☐ Dodge Reports	☐ Reed Construction Data
☐	☐ Tempos Del Mundo
☐ India This Week	☐ Valley Construction News
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID

☐Other_____

SERVICE RESPONSE CARD

QQ-01373 Date of Service:_____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good☐Average☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:_____

_____

_____

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address:_____

Phone:_____(day) _____ evening

Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177

RIDER CLAUSE
Use of Contract by Members of the
Northern Virginia Cooperative Purchasing Council and
the Metropolitan Washington Council of Governments

RFP Group Tour Services for Overnight Senior Citizen Trips QQ- 01373

This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

BIDDER'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Auth		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

BIDDER SIGNATURE_____DATE_____

Please sign and return form with proposal. Revised 6/2006