Loudoun County, Virginia

INVITATION FOR BID

VEHICLE DECALS

ACCEPTANCE DATE:	Prior to 4:00 p.m., March 9, 2009 "Local Verizon time"
IFB NUMBER:	QQ-01472
ACCEPTANCE PLACE	Department of Management and Financial Services Division of Procurement One Harrison Street, SE, 4th Floor, MSC#41C Leesburg, Virginia 20175

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

Courtney Shihadeh, CPPB
Contracting Officer
(571) 258-3190
(703) 771-5097 (Fax)
E-mail address: courtney.shihadeh@loudoun.gov

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

Issue Date: February 12, 2009

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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VEHICLE DECALS

SECTION/TITLE PAGE

1.0 PURPOSE.....3

2.0 COMPETITION INTENDED.....3

3.0 DISCREPANCIES.....3

4.0 SCOPE OF SERVICES.....3

5.0 CONTRACT TERMS AND CONDITIONS.....5

6.0 INSTRUCTIONS TO BIDDERS.....15

7.0 BID FORMS.....20

SAMPLES

Prepared By: *Courtney Shihadeh, CPPB /s/* Date: 2/12/2009
Contracting Officer

VEHICLE DECALS

1.0 PURPOSE

The intent of this Invitation for Bid is to obtain the services of qualified printer to produce the annual vehicle decals for the Loudoun County Treasurer's Office. The County intends to award a one (1) year contract with up to three (3) additional one (1) year renewal periods.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder'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 IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than ten (10) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

4.0 SCOPE OF SERVICES

All bids must be made on the basis of and either meet or exceed the requirements contained herein. Failure to provide any of the following requirements shall be ample cause for bid to be considered non-responsive and be rejected. All vendors shall be able to provide the following items:

4.1 Forms:

24# White Laser Bond, 8-1/2" x 11", (cut sheet), perforated at 3 5/8" from bottom, printed in Black laser compatible ink front & back (see below), Die cut and Bowe cut to create laser receptive patch on Decal, specially packaged in Polywrapped custom cartons designed to eliminate the one side high hump associated with affixed products.

A. For Vehicle Form (per attached sample – A):
Front: black instruction
Back: text to cover two-thirds of the page; decal affixed to back of form

Typesetting and cost to print vehicle forms shall be included in vehicle decal price.

B. For Motorcycle Form (per attached sample - B):
Front: decal affixed to front of form and directions
Back: text to cover two-thirds of the page.

Typesetting and cost to print motorcycle forms shall be included in motorcycle decal price.

4.2 Vehicle Decal (per attached sample – C):

2 Mil. clear laser compatible polyester Mylar, Permanent Ultra Violet resistant adhesive (pattern applied to accept die cut laser patch) 2-7/8" x 2-7/8", printed 6 colors in Ultra Violet resistant inks with Certificate of Analysis (4 PMS inks + black + opaque white).
QUANTITY: 250,000

4.3 Motorcycle Decal (per attached sample – D):

2 Mil. white acetate compatible polyester Mylar, Permanent Ultra Violet resistant adhesive, 1-3/4" x 2-3/4", printed 4 colors in Ultra Violet resistant inks with Certificate of Analysis (3 PMS inks + black).
QUANTITY: 8,000

4.4 Motorcycle decal cover (laminate):

5 ½ x 4" 2 Mil. clear Mylar acetate which is die cut to 4 x 3 ¼,
QUANTITY: 8,000

4.5 Decal Placement:

Placed 1¾" from the left edge and 4" from the top for the motorcycles forms. Placed 4" from the top and 4½" from the left for the vehicle forms. Please see attached samples for decal placement. (Hard copies are available for viewing only in the Procurement Office; they will not be mailed to bidders.)

4.6 Delivery Requirements:

A. The successful bidder shall deliver 200,000 vehicle decals to the following address:

Loudoun County
Department of Information Technology
41975 Loudoun Center Place
Leesburg, VA 20175

The remaining 50,000 vehicle decals and all motorcycle decals and laminates shall be delivered to the following address:

Loudoun County Treasurer's Office
1 Harrison Street, S.E., 1st Floor, MSC#
Leesburg, VA 20175.

B. Delivery of decals is required no later than May 15, 2009. Inside delivery required, FOB-Destination, freight prepaid and allowed.

4.7 General Information:

A. No overages/shortages allowed

B. The successful bidder shall work with the County on final version. Proof approval is required prior to printing.

C. Any reference to 2009 shall be changed to 2010.

D. Contractor shall modify the County Seal and use just the Coat of Arms for the decals.

5.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms and Conditions:

5.1 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.

5.2 Contract Period

The Contract shall cover the period sufficient to produce the 2010 decals.

This Contract may be renewed at the expiration of the initial term at the request of the County. This Contract may be renewed annually for the 2011, 2012 and 2013 decals.

Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Producer Price Index (PPI) for Printing (unadjusted for seasonal changes) for the current twelve (12) month period.

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

5.3 Contract Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

5.4 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Treasurer's Office. The Contractor must keep the County advised at all times of the status of the delivery. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

5.5 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the decals at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the County, or should the Contractor fail to make a timely replacement of rejected decals when so requested, the County may purchase the decals of comparable quality in the open market to replace the rejected or undelivered decals. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractors nonperformance shall be deducted from the balance as payment.

5.6 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.

5.7 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period 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.

5.8 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	$ 100,000

2. General Liability:

Per Occurrence:	$1,000,000
Personal/Advertising Injury:	$1,000,000
General Aggregate:	$2,000,000
Products/Completed Operations: aggregate	$2,000,000
Fire Damage Legal Liability:	$ 100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit:	$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. 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 payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

   If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

   a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

   b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the

financial capacity to meet it's obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

   b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

   b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

   c. Any certificates provided shall indicate the Contract name and number.

6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest.)

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons(including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

5.9 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.

5.10 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.

5.11 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, 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.

5.12 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.

5.13 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.

5.14 Drug-free Workplace

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

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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.

5.15 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

5.16 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.17 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.

5.18 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 of any responsibility in meeting the Contract requirements.

5.19 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 products 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.

5.20 Invoicing and Payment

Contractor shall submit a proper invoice after the completion and delivery of the decals and forms.

Invoices shall be submitted to:

County of Loudoun, Virginia
Treasurer's Office
1 Harrison Street, SE., 1st Floor
Leesburg, VA 20175

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

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

5.21 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.

5.22 Assignment of Contract

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

5.23 Termination

Subject to the provisions below, this 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.

5.24 Contractual Disputes

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

The 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.

5.25 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.

5.26 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.

5.27 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:	**TO COUNTY:**
(TBD)	County of Loudoun, Virginia Division of Procurement, MSC #41C 1 Harrison St, SE, 4th Floor Leesburg, VA 20175 Attn: Courtney Shihadeh, CPPB

5.28 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.

5.29 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.

6.0 INSTRUCTIONS TO BIDDERS

6.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.

6.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. 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 IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB 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 bid opening date. It is the responsibility of all bidders to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

6.3 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

6.4 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

6.5 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

6.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder 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 bidder 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 bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

6.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid 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 a "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 bid.

6.8 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

6.9 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder 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.

6.10 References

All bidders shall include, with their bids, 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, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of bid as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

6.11 Samples

Samples must be furnished free of expense to County on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name and address, IFB number and opening date.

6.12 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

6.13 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

6.14 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

6.15 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid 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 bid was submitted.

6.16 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

6.17 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

6.18 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

6.19 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

6.20 Notice of Award

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

6.21 Protest

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

6.22 Debarment

By submitting a bid, the bidder is certifying that bidder 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.

6.23 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.htm. Certain isolated transactions or sales conducted through independent Contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

6.24 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.

6.25 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

6.26 W-9 Form Requested

Each bidder may submit completed W-9 form with their bid. 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.

6.27 Insurance Coverage

Bidders may include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder 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, MSC #41C
Leesburg, Virginia 20175

7.0 VEHICLE DECALS

THE FIRM OF:_____

Address:_____

_____

FEIN_____

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions contained herein.

250M	Vehicle Decals	_____/M	$_____
8M	Motorcycle Decals	_____/M	$_____
8M	Motorcycle Decal Cover	_____/M	$_____
		TOTAL COST	$_____

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that it has received all addendums.

ITEM:		INCLUDED: (X)
1.	References (on County form)	_____
2.	Addendums, if any.	_____
3.	Payment Terms: _____ Net 30 or_____Other	
4.	F.O.B. Destination-Freight prepaid and included	_____
5.	W-9 Form	_____
6.	Certificate of Insurance	_____
7.	Sample	_____

Person to contact regarding this bid:_____

Title:_____Phone:_____Fax:_____

E-mail_____

Name of person authorized to bind the Firm (6.7):_____

Signature:_____Date:_____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

References for:

Bidders shall provide references on this form.

1. Firm Name _____

   Contact _____

   Title _____ E-mail _____

   Mailing Address _____

   Phone _____ Fax _____

   Type of Services Provided: _____

2. Firm Name _____

   Contact _____

   Title _____ E-mail _____

   Mailing Address _____

   Phone _____ Fax _____

   Type of Services Provided: _____

3. Firm Name _____

   Contact _____

   Title _____ E-mail _____

   Mailing Address _____

   Phone _____ Fax _____

   Type of Services Provided: _____

4. Firm Name _____

   Contact _____

   Title _____ E-mail _____

   Mailing Address _____

   Phone _____ Fax _____

   Type of Services Provided: _____

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01472

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

☐ Associated Builders & contractors	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
☐ Email notification from Loudoun County	☐ The Plan Room
☐ 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-01472 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 **VEHICLE DECALS** QQ- **01472**

This clause is intended to allow a successful Contractor 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 Contractor 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 Contractor, 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 complete form and return with bid.
Revised 6/2006

SAMPLE A

Vehicle Decal Form - Front

Decal on Reverse Side

Peel off decal from back of form.
This label must stay with decal.

Be sure to match decal to correct vehicle.

SAMPLE A

Vehicle Decal Form - Back

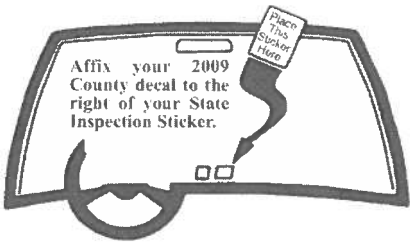
County of Loudoun, Virginia

Important Information

- This decal displays the year and make of your vehicle and is designated for use **ON THIS VEHICLE ONLY**. It is UNLAWFUL to place this decal on any other vehicle.
- In the event that you trade or exchange vehicles, this decal should be removed from the vehicle. If you wish to transfer the decal to a new vehicle, a new decal may be issued for the new vehicle free of charge.
- Decal fees are non-refundable.
- For questions about decals/taxes, contact the Treasurer's Office at www.loudoun.gov/treas or by telephone at **(703) 777-0280**.

Directions

1. Slowly lift edge of decal to remove.
2. Be sure the portion showing your vehicle description and decal # stays with the decal.
3. Apply to inside of windshield 1/4" to the right of the state inspection sticker.



↓ Peel HERE to remove decal ↓

If you buy or sell a vehicle, move out of the County or change your address within the County, you must contact the Commissioner of the Revenue's Office online at www.loudoun.gov/cor, by email at ppdcor@loudoun.gov or by telephone at (703) 777-0260 within 60 days.

This Decal Expires November 15, 2009.

SAMPLE B

Motorcycle Form - Front

[redacted]

Be sure to match decal to correct motorcycle.

Directions

1. Slowly lift edge of decal to remove.
2. Place decal on left fork of motorcycle.
3. Place clear plastic cover over entire decal.

SAMPLE B

Motorcycle Form – Back

County of Loudoun, Virginia

Important Information

- This decal is associated with the motorcycle identified on this form and is designated for use **ON THIS MOTORCYCLE ONLY**. It is UNLAWFUL to place this decal on any other vehicle.
- In the event that you trade or exchange motorcycles, this decal should be removed from the motorcycle. If you wish to transfer the decal to a new motorcycle, a new decal may be issued for the new motorcycle free of charge.
- Decal fees are non-refundable.
- For questions about decals/taxes, contact the Treasurer's Office at www.loudoun.gov/treas or by telephone at **(703) 777-0280**.

If you buy or sell a vehicle, move out of the County or change your address within the County, you must contact the Commissioner of the Revenue's Office online at www.loudoun.gov/cor, by email at ppdcor@loudoun.gov or by telephone at (703) 777-0260 within 60 days.

SAMPLE C

VECHICLE DECAL - FRONT

SAMPLE C

Vehicle Decal - Back

Decal Fees are
NON-REFUNDABLE

Renew by
October 5, 2009
H. Roger Zurn, Jr., Treasurer

Motorcycle Decal

SAMPLE D