



Loudoun County, Virginia

REQUEST FOR PROPOSAL

ARTS, CRAFTS AND CLASSROOM SUPPLIES

ACCEPTANCE DATE: Prior to 4:00 p.m., March 31, 2023 Local "Atomic" Time

RFP NUMBER: RFQ 588787

ACCEPTANCE PLACE: Department of Finance and Budget
Division of Procurement
One Harrison Street, SE, 1st Floor
Drop Box labeled: **Procurement Bids and Proposals**
Leesburg, Virginia 20175

Public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled "Procurement Bids and Proposals" between the hours of 8:30 a.m. and 5:00 p.m.

ALL HAND DELIVERED PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 p.m.

Please contact the Procurement Division officer designated on the front cover of the solicitation with any questions regarding this process. Offerors are strongly encouraged to check the County's website routinely for updates.

PLEASE NOTE: A Pre-Proposal Conference will be held on Friday, March 13, 2023 at 9:30 a.m. in the Dulles Conference Room, located at One Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

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

Heather DeHaven
Contracting Officer
(703) 777-0128
(703) 771-5097 (Fax)
E-mail address: Heather.DeHaven@loudoun.gov

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

Issue Date: February 23, 2023

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.

REQUEST FOR PROPOSAL

ARTS, CRAFTS AND CLASSROOM SUPPLIES

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Prepared By: /s/Heather DeHaven Date: February 23, 2023
Contracting Officer

ARTS, CRAFTS AND CLASSROOM SUPPLIES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to select a pool of qualified contractors to provide arts, crafts and classroom supplies to the Loudoun County Department of Parks, Recreation and Community Services on an as needed basis. The number of providers selected will depend on the number and quality of proposals received.

The County intends to award a one (1) year contract with up to four (4) additional one (1) year renewal periods to a pool of qualified contractors. Arts, crafts and classroom supplies will be ordered as needed in various quantities. A list of routinely ordered items is included on Attachment A: Price List (Attachment A). These items, as well as other arts, crafts and classroom supplies not listed on Attachment A, shall be provided at a firm discount off list price valid for at least one (1) year after contract award.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits 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 (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Department of Parks, Recreation and Community Services (PRCS) currently spends approximately \$200,000 annually on arts, crafts and classroom supplies for community centers, preschools, childcare, after school activities, recreation centers, parks, and senior center activities. These items may be ordered on a daily basis and will require delivery to the individual locations within three (3) working days. There are nine (9) community centers, two (2) recreation centers, eight (8) senior centers, forty-nine (49) Children's After School Program (CASA) sites, eleven (11) Youth After School Program (YAS), eight (8) childcare sites and two (2) parks located throughout the County, which may order arts, crafts and classroom supplies. Some program supplies are delivered to a warehouse and/or to the PRCS Administrative offices. PRCS may also place orders for the administrative division, special recreation, camps, and senior programs through these contracts.

The County is seeking providers that offer systems which allow the County to place orders via the internet, fax, telephone, e-mail, or via purchase order. The County's preferred method of ordering would be online and to be billed on a monthly basis. Itemized invoices organized by County cost center codes will be sent to the

County's Department of Budget and Finance for payment after verification by PRCS.

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 General Performance Tasks

- A. Provide sufficient quantities of catalogs to service all County customers either in hard copy or online. Additional catalogs as requested by the County shall be furnished at no charge.
- B. Notify the County's Contract Administrator of new product listings during the course of the Contract when new products are added to the Contractor's sources of supply.
- C. Maintain adequate supply of items to provide uninterrupted delivery. The Contractor shall notify the County immediately if items are not available. Back ordered items will not be accepted unless approved by the County.
- D. Accept all orders without restriction as to dollar value, quantity or delivery location via internet, telephone, facsimile, e-mail or mail.
- E. Provide invoices per each order.
- F. Supply and deliver items as specified *within three (3) days after receipt of order*. Substitutions shall not be allowed without prior approval from the original requestor.
- G. Resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five (5) calendar days from notification.
- H. Pick up all products to be returned due to poor quality, duplicated shipments, outdated product etc., within seventy-two (72) hours after notification with no restocking charge. The Contractor shall either replace the returned products with like products or refund the County the full purchase price.
- I. Provide a single sales representative who is knowledgeable and responsive to the customer needs.
- J. Upon the award of this contract, the Contractor shall participate in a Kickoff Meeting hosted by the Contract Administrator to discuss contract requirements and the transition process.

4.2 Invoicing Format

- A. All invoices shall contain the following information:
 - Vendor Name and Address
 - County Department
 - Purchase Order Number
 - Contract (Individual placing order)

Description
Discount (Percentage - %)
Unit Cost/List Price
Unit of Measure
Extended Amount
Total Amount (After Discount)
Cost Center Code (Multiple if necessary)
Order Date
Delivery Date and Location

4.3 Reporting Requirements

The Contractor shall furnish on a quarterly basis a report indicating total dollar volume of purchases made and the total number of each item ordered by EACH cost center code.

4.4 Delivery Requirements

All orders shall be accepted by the Contractor Monday through Friday 8:00 a.m. to 3:30 p.m. except legal holidays. All orders processed via internet, mail, facsimile, e-mail or telephone, shall be delivered to the specified destination within three (3) business days after receipt of order. All orders shall be FOB Destination, Freight Included; there shall be no additional charge for inside delivery. All orders shall be complete and labeled with PO number, program name, and cost center code; and packaged adequately to assure safe handling and proper delivery.

4.5 Training and Support

The Contractor shall make available, at no additional cost, start-up and on-going training and support assistance for County personnel. This shall include on-site training for central office staff, assisting in setting up data files, trouble shooting at the sites at start-up, provision of training guides and manuals, free telephone consultations, and product demonstrations.

4.6 Rights of the County

In the event that the requested item(s) is not in stock or if the Contractor is unable to deliver the requested item(s), the County reserves the right to purchase the item(s) from other sources.

5.0 **TERMS AND CONDITIONS**

The Agreement for Service ("Contract" or "Agreement") with the successful offeror(s) will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so**

provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.

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 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 Division of Procurement and the Contractor.

5.2 Term

The Contract shall cover the period from June 15, 2023 through June 14, 2024, 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 four (4) additional one (1) year periods. Any renewal shall be based on the same negotiated discounts, terms and conditions as the initial term.

The Contractor shall agree to hold all catalog discounts and prices listed in Attachment A firm for at least the first year of the contract. The Contractor shall notify the County at least 90 ninety days prior to the end of the contract period to request any type of price or discount adjustment. Upon receipt of the request, the County shall make a determination to approve or reject the Contractor's request.

5.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement 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 Contractor's nonperformance shall be deducted from the balance as payment.

5.4 Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. This SDS will be

reviewed by the County, and if approved, the materials, product or chemical can be used. If the SDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

5.5 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.

5.6 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.

5.7 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: \$2,000,000
aggregate
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 its 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 Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" 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). A

Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

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.

5.8 Hold Harmless

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 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. The County is prohibited from indemnifying Contractor and/or any other third parties.

5.9 Safety

All Contractors and subcontractors performing services for the County 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.

5.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

5.11 Notice of Required Disability Legislation Compliance *

The County 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 §§ 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 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.

5.15 Faith-Based Organizations *

The 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, additions or cancellations, including those of key personnel, 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 will be reviewed by the County and approval may be given by the County at its sole discretion.

5.18 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

5.19 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 reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times.

5.20 Exemption from Taxes *

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

5.21 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Parks, Recreation and Community Services
PO Box 7800
Leesburg, VA 20177
Attn: Guinne Gee
Email: Guinne.Gee@loudoun.gov

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days 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. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

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

5.22 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.

5.23 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

5.24 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.

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

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the 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.

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

5.26 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire 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.

5.27 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

5.28 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 overnight 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
Attn: Heather DeHaven

Via delivery method (a) or (b)

1 Harrison Street, SE, 1st Floor
Drop Box labeled
"Procurement Bids and Proposals"
Leesburg, VA 20175

Or
Via delivery method (c)

P.O. Box 7000
Leesburg, VA 20175

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 **ONLY** in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

5.29 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

5.30 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.31 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

5.32 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

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

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

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

5.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

5.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.0 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:

- | | | |
|-----|---|-----------|
| 6.1 | Level of Customer Service | 20 points |
| 6.2 | Variety and Availability of Products Offered | 20 points |
| 6.3 | Cost of Items | 25 points |
| 6.4 | Discount from List Price Offered | 20 points |
| 6.5 | Credentials and Related Experience | 10 points |
| 6.6 | Compliance with Contract Terms and Conditions | 5 points |

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 top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. 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.

7.0 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.

7.1 Level of Customer Service

- A. Describe your firm's commitment to the County in terms of resources, inventory investments, delivery vehicles, etc.
- B. Describe your firm's ability to meet the County's delivery requirements as stated in Section 4.4. Also, describe your firm's method of delivery, order processing and expediting orders.
- C. Provide a detailed description of all ordering procedures available.
(e.g., online ordering, facsimile orders, telephone orders, etc.), including account setup and billing. State if your firm has any minimum order amounts or fees.
- D. What is your firm's ability to provide online ordering with multiple billing options, including, but not limited to, credit card, purchase order, etc.?
- E. Provide an organizational chart indicating which individuals or positions would be assigned to the County's account if your firm is awarded a contract. Please include the assigned telephone sales representatives and expediting and accounts payable personnel,

and the degree to which each person would be responsible for the County's account, and number of personnel for each category.

- F. Describe the technical support to be provided to County staff. Include a description of in-service training provided to these personnel.
- G. Provide samples of proposed purchase reports, invoices, packing slips/labels, computer screens, etc.
- H. What is your firm's recommended method(s) for placing orders?
- I. Describe your firm's warranty and return policy.

7.2 Variety and Availability of Products Offered

- A. Provide a complete listing of all manufacturers currently represented by your firm.
- B. Provide hard copies of your firm's current catalogs which the County would be able to purchase under a contract. If online ordering is available, provide the website address.

7.3 Cost of Items

Provide a quote for each of the items listed in Attachment A. The successful offeror agrees that the quote provided for each item shall be guaranteed for the initial contract period.

7.4 Discount from List Price Offered

- A. Provide a proposed discount schedule including price incentives for dollar volume of purchases.
- B. For items not listed in Attachment A, provide the current list price along with the discount price that would be guaranteed to the County for a large variety of arts and craft items.

7.5 Credentials and Related Experience

- A. 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 ample 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.
- B. Provide a brief history of your firm, emphasizing services provided to customers comparable to the County. Also, describe your firm's general experience in providing products and services of this nature.
- C. A description of your firm's facilities and warehouses, their locations and the product lines stocked at those locations that are available to

your customers. Also provide a statement of the average inventory dollars.

7.6 Compliance with Contract Terms and Conditions.

State your firm's compliance with County's Contract Terms and Conditions listed in Section 6.0. Specifically list any deviations and provide justification.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on the **Attachment A**. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., on the date specified on the cover of the RFP. Local time can be verified by visiting <http://www.time.gov> and selecting Eastern 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.
- G. Proposals may be submitted via one of the following options:

US Mail to:

County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;
OR

Hand delivered to:

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E. 1st Floor
Procurement Bids and Proposals Drop Box
Leesburg, Virginia 20175

OR

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time.

- H. Each offeror shall submit one (1) original, four (4) copies and one electronic copy (in PDF format) on a USB flash drive of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

8.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. 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 RFP must give the RFP number, time and date of opening and the title of the RFP. 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 opening date *or by 12:00 p.m. March 15, 2023*. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

8.3 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.

8.4 Unit Price

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

8.5 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.

8.6 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 § 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.

8.7 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.

8.8 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.

8.9 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

8.10 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.

8.11 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, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

8.12 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as

specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

8.13 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

8.14 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.

8.15 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. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

8.16 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.

8.17 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.

8.18 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.

8.19 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, One Harrison St, SE, Leesburg, Virginia 20175.

8.20 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Budget.

8.21 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 § 2.2-4321 of the Code of Virginia is available upon request.

8.22 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <https://scc.virginia.gov/>.

8.23 Cooperative Procurement

As authorized in § 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.

8.24 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>.

8.25 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.

8.26 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

RFQ 588787

9.0 ART, CRAFTS AND CLASSROOM SUPPLIES PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 588787 for the price as stated in the price proposal.

- A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (8.24):	_____
2. Certificate of Insurance (8.25):	_____
3. Addenda, if any (Informality):	_____

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (8.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms (5.21):	_____ net 30 or _____ Other
3. F.O.B. Destination-Freight Prepaid and Included (8.5):	_____
4. Proof of Authority to Transact Business in Virginia Form (8.22):	_____
5. References (8.11):	_____
6. Proposal Submission Format (7.0):	_____
7. One (1) Original and Five (5) Copies (8.1.H):	_____

Person to contact regarding this proposal:_____

Title:_____Phone:_____Fax:_____

E-mail:_____

Name of person authorized to bind the Firm (8.7):_____

Signature:_____Date:_____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL.
FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION
OF YOUR BID/PROPOSAL**

Pursuant to Virginia Code §2.2-4311.2, a bidder/offoror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offoror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offoror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number. The Bidder:**

☐ is a corporation or other business entity with the following SCC identification number:
_____-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offoror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 588787

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
☐ 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

RFQ 588787

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 feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Procurement Division •
PO Box 7000 • Leesburg, VA 20177**



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

10.0 ATTACHMENT A: PRICE LIST

OFFEROR NAME: _____

	ITEM DESCRIPTION (Brand Name or Equivalent)	PROPOSED BRAND	PROPOSED ITEM #	EST QTY	EST UNIT	UNIT PRICE	EXTENDED PRICE
	COLORING PACK W/VARIOUS COLORS (COUNT/400)						
1	Crayola® Large Crayon Classpack™ (400ct) or Equal			100	BOX	\$	\$
	MARKERS (PK/12)						
2	Crayola® Classic Markers or Equal			100	PK	\$	\$
	COLORED PENCILS (BOX/24)						
3	Crayola® Colored Pencils or Equal			100	BOX	\$	\$
	OIL PASTELS CLASSPACK (SET/336)						
4	Crayola® Oil Pastels Classpack™ or Equal			75	SET	\$	\$
	SIDEWALK CHALK (PK/52)						
5	Crayola® Sidewalk Chalk Fun Bucket or Equal			50	PK	\$	\$
	WASHABLE TEMPORA PAINT 16 oz.						
6	Crayola® Washable Paint or Equal			75	EA	\$	\$
	ACRYLICS PAINT (PK/4)						
7	Color Splash!® Acrylic Paint (4 Pack 32-oz.) Set with Pump Or Equal			100	PK	\$	\$
	WASHABLE WATERCOLORS (SET/16)						
8	Crayola® Washable Watercolors or Equal			100	SET	\$	\$
	FINGER PAINT (SET/4)						
9	Crayola® Finger Paint, Primary Colors or Equal			50	SET	\$	\$
	FINGER PAINT (SET/4)						
10	Crayola® Finger Paint, Secondary Colors or Equal			50	SET	\$	\$
	GLUE STICKS (PK/30)						
11	Elmer's® Glue Sticks or Equal			100	PK	\$	\$
	WHITE GLUE						
12	Elmer's® White Glue – Gallon Size (128 oz.) or Equal			100	EA	\$	\$
	GLITTER GLUE (SET/72)						
13	Color Splash!® Glitter Glue Pens or Equal			100	SET	\$	\$
	TACKY GLUE						
14	Color Splash!® Ultra Tacky All Purpose Craft Glue, 8 oz. or Equal			100	EA	\$	\$
	CRAFTSTICKS 3/8" x 4-1/2". (BOX/1,000)			50	BOX	\$	\$
	COLORED CRAFTSTICKS – REGULAR (PK/500)			50	PK	\$	\$
	PLAY DOUGH/CLAY						
17	Crayola® Air-Dry Clay, 25lb Classpack™ or Equal			50	EA	\$	\$
	CLAY MOLDS AND TOOLS (SET/149)						
18	Creativity Street or Equal			50	SET	\$	\$
	INK PADS (PK/12)						
19	Color Splash!® Washable Color Ink Pads or Equal			50	PK	\$	\$
	STAMPS (SET/10)						
20	Number Stamps (numbers 0-9. Size: 1-5/8" high.)			50	SET	\$	\$
	GLITTER						
21	Color Splash!® Glitter 1lb. Shaker Top or Equal			100	EA	\$	\$
	YARN						
22	Color Splash!® Acrylic Yarn 3oz or Equal			100	EA	\$	\$
	PIPE CLEANERS (PK/1000)						
23	Chenille Stems or Equal			100	PK	\$	\$
	FOAM SHEETS (PK/78)						
24	EVA Foam Sheets 9" x 12" (2mm Thick, assorted colors or Equal)			100	PK	\$	\$
	SCISSORS (PK/12)						
25	Fiskars® Scissors for Kids or Equal			50	PK	\$	\$
	GAME: MANCALA			10	EA	\$	\$
	GAME: CONNECT FOUR			10	EA	\$	\$
	GAME: SORRY			10	EA	\$	\$
	GAME: APPLES TO APPLES			10	EA	\$	\$
	GAME: LEGOS			50	PK	\$	\$
	TIE-DYE KITS			4	PK	\$	\$
	DECORATION: LATEX BALLOONS (100/BAG)			1	BAG	\$	\$

	ITEM DESCRIPTION (Brand Name or Equivalent)	PROPOSED BRAND	PROPOSED ITEM #	EST QTY	EST UNIT	UNIT PRICE	EXTENDED PRICE
	ARTS & CRAFTS						
33	FUSE BEADS			5000	BAG	\$	\$
34	WOOD BEADS			600	BAG	\$	\$
35	GLASS BEADS			50	BAG	\$	\$
36	MOSAIC BEADS			50	BAG	\$	\$
37	PAPER BEADS			500	BAG	\$	\$
38	LEATHER BEADS			500	BAG	\$	\$
39	ALPHABET BEADS			500	BAG	\$	\$
40	VARIOUS JEWELRY FINDINGS (VARIES)			1	BAG	\$	\$
41	AIR DRY CLAY			25	BOX	\$	\$
42	MODEL MAGIC			2	BOX	\$	\$
43	DECORATIVE DUCK TAPE (ROLL)			1	ROLL	\$	\$
44	50LB WEIGHT SULFITE PAPER (100 SHEETS)			1	PK	\$	\$
45	FINGER PAINTS (VARIOUS COLORS) 16 OZ			1	BOT	\$	\$
46	FADELESS CONSTRUCTION PAPER (60 SHEETS)			1	PK	\$	\$
47	HEAVY WHITE TAG BOARD (100/PACK)			1	PK	\$	\$
48	SUPER BRIGHT TAG BOARD (100/PACK)			1	PK	\$	\$
49	CANVAS (2 YARDS/ROLL)			1	ROLL	\$	\$
50	PAINT BRUSHES (24/PACK)			1	PK	\$	\$
51	FOAM SHAPE STICKERS (VARIES)			1	PK	\$	\$
52	FELT (9x12 SHEETS) (25 SHEETS)			1	PK	\$	\$
53	POM POMS (8 OZ)			1	PK	\$	\$
54	TISSUE PAPER (100 SHEETS)			1	PK	\$	\$
55	MAGNETS (VARIES)			1	PK	\$	\$

OFFEROR SIGNATURE: _____

DATE: 03/03/2023

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 588787

The following changes and/or additions shall be made to the original Request for Proposal (RFP) for Arts, Crafts and Classroom Supplies, RFQ 588787. **Please acknowledge receipt of this addendum by signing and returning with your proposal documents.**

1. The fourth paragraph on the first page (cover page) of the RFP shall be deleted.

Please note: The Pre-Proposal Conference has been cancelled.

Prepared By: /s/Heather DeHaven Date: March 3, 2023

Acknowledged By: _____ Date: _____