

REQUEST FOR QUALIFICATIONS

RFQ NUMBER: **18-0001**

RFQ SUBJECT: **TOWN OF VIENNA LOGO**

QUALIFICATIONS SHOULD BE SUBMITTED TO:

Purchasing Agent
Town of Vienna – Vienna Town Hall
127 Center Street, S.
Vienna, Virginia 22180

SEALED PROPOSALS

DUE DATE AND TIME: **June 27, 2017 @ 11:00 AM**

All inquiries should be made, in writing, to Gina Gilpin, Purchasing Agent, at ggilpin@viennava.gov by **June 19, 2017 AT 2:00 PM.**

In compliance with this Request For Qualifications and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

NAME & ADDRESS OF FIRM:

_____ EEI/FIN NO: _____

SIGNATURE: _____ DATE: _____ TITLE: _____

PRINTED NAME: _____

TELEPHONE NO: _____ EMAIL: _____

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1. POSTING NOTICE

REQUEST FOR QUALIFICATIONS

Sealed proposals will be received by the Town of Vienna, Virginia at the Purchasing Office, 127 Center Street, South, Vienna, Virginia 22180, for:

- **RFQ 18-0001 TOWN OF VIENNA LOGO**
- **QUALIFICATIONS DUE: June 27, 2017 @ 11:00 AM**

On the above proposal due date and at the time specified, proposals so received will be publicly opened and logged. Copies of solicitations are available online at www.viennava.gov and from the Purchasing Agent at the above address or by calling (703) 255-6359 during normal business hours (8:00 AM - 4:30 PM), daily except Saturday, Sunday, and Holidays.

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TOWN OF VIENNA LOGO

2. PURPOSE & OVERVIEW

The Town of Vienna is accepting letters of interest and statements of qualifications from graphic art professionals and firms interested in creating a new logo and accompanying Logo Standards Guide for the Town of Vienna. The Town has not previously had a professionally designed official logo, but rather has relied on a variety of historic seals and temporary logos.

The Town is currently undertaking a brand research process through which a wide variety of community stakeholders are participating in order to uncover and clearly define Vienna's brand and its personality attributes. The final brand positioning statement, the Town's character attributes, and research data will be shared with logo design finalists. Council is expected to adopt the Town's newly defined brand positioning statement at the July 10, 2017, Council meeting.

It is expected that the Town's logo will serve as a graphic representation of Vienna's brand and its personality characteristics – a graphic symbol on which the Town can hang its community pride. The logo should reinforce the Town's strong sense of community. It will be used to help consistently and effectively share Vienna's story, better create a sense of place and connectedness, differentiate our community from others in Northern Virginia, and establish a stronger identity within and beyond the community as the logo is used consistently on Town signage, letterhead, newsletter, website, vehicles, printed materials, shirts, etc.

The Town proposes to implement a competitive, design-based process to select the individual/firm who ultimately will design the new logo. Accepted letters of interest/statements of qualifications will be reviewed by a staff-based selection panel. The panel will then invite up to six firms/professionals to create up to three designs each to be considered for the Town's new logo. Each finalist firm/professional will receive a stipend of \$1,000 to develop up to three initial logo concepts.

Each of the short-listed firms/professionals will make a 30-minute presentation of their logo concepts (in person or via web-based teleconference) to a community-based Brand Advisory Board or other panel, which will recommend two of the designs as finalists to Town Council, who will select the winning firm/professional to undertake the final process of creating the Town of Vienna's new logo. The selected firm/professional will then work with the Town's communications and marketing department under contract and through an agreed-upon process to finalize and complete the design. The Town anticipates entering a contract with the selected firm/professional for an amount not to exceed \$6,000 to further develop/finalize the logo and provide a Logo Standards Guide, the contents of which are provided below.

Initial letters of interest/statements of qualifications (NOT design concepts) should be submitted as a result of this request.

3. BACKGROUND

A close-knit, family-oriented "hometown" of approximately 16,500, the Town of Vienna was rated #3 on *Money Magazine's* list of best places to live in 2013. Located just 12 miles from the nation's capital in Fairfax County Virginia, Vienna is the final western stop on Metro's orange line.

The Town is 4 square miles and largely residential, with 82% of its residences being single-family homes. Most of Vienna's approximately 4,200 homes were constructed in the 1950s and '60s; in recent years, approximately 100 homes/year have been significantly updated and renovated or torn down and replaced

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with larger, newer homes. The popular 40-mile W&OD pedestrian/bicycle trail cuts east to west through Vienna, just north of the center of Town.

Significant recent/current Town initiatives include completion of the 2015 Town comprehensive plan, renovation and expansion of the Vienna Community Center, national recognition as a Bicycle Friendly Community and Community Wildlife Habitat, installation of the Town's first mini roundabout, approval of the Town's first public art piece, and amendments to and implementation of the Maple Avenue Corridor zoning ordinance, which encourages mixed-use redevelopment along Vienna's main commercial corridor.

The Town was incorporated in 1890, but its roots date back well before then. One of the Town's iconic structures is the Freeman Store & Museum, constructed in 1859. Vienna is proud of its history and fond of traditions. The Town also places great value on sustainability, community events (the 2017 Halloween parade will be the 71st and attract about 50,000 people), volunteerism, and community engagement.

While the Town has utilized a variety of symbols and graphic elements in the past, it has never had an official logo. The Town hopes that its new logo will serve as a symbol that not only will brand and identify Town programs, events, publications, and initiatives but also serve as a visual symbol around which the community can rally. Ultimately, the Town wants its logo to enhance and reinforce residents' strong sense of community.

More information about the Town may be found at www.viennava.gov.

4. SCOPE OF WORK

This project encompasses creation of a logo suite for the Town of Vienna and an accompanying Logo Standards Guide. This project *does not* encompass a brand development process, which would include extensive research, interviews, development of positioning statements, etc. In spring 2017, the Town has been working with Washington, DC-based Trialogue Studio to conduct qualitative and quantitative research that has engaged a large number of Vienna stakeholders. The resulting brand positioning statement and Town attributes are currently being crafted and will be shared with logo design finalists invited to create preliminary concepts for the Town of Vienna.

Short-listed firms/professionals, those invited to submit logo concepts to the Town of Vienna, also will have access to the Town website, newsletters, 2016 Community Survey results, Town businesses survey results, and other documents they may deem helpful. Additional information about the Town and its newly defined brand will be shared during an optional pre-concepts teleconference/meeting to be held with finalists on or around July 20, 2017.

Deliverables for this project include the **Town of Vienna's new official logo**, as well as any "sub-logos," provided electronically in a variety of high-quality formats (jpeg, png, pdf, and vector files) and color applications (full color, grayscale, and black and white). The secondary deliverable is a **Logo Standards Guide** document prepared especially for the Town of Vienna and its new logo. This guide should include, at a minimum, definition/description of logo; logo design elements (typography, size, shape, color standards, white space requirements, etc.); specific rules for proper use of logo; acceptable versions; samples of logo in different color applications; examples of misapplications of logo; samples of acceptable sub-branding; and perhaps samples of potential application on letterhead, website, newsletter, business cards, envelopes, clothing, etc.

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5. SELECTION PROCESS/EVALUATION CRITERIA

A staff-based selection panel will review statements of qualifications received. The panel will evaluate statements of qualifications based on:

- Breadth and depth of design experience and qualifications. – 30%
- Quality of statement of qualifications/letter of interest. – 10%
- Variety and quality of design samples provided. – 50%
- Responsiveness of proposal – has all requested information been provided? – 10%

By July 14, the selection panel will narrow initial statements of qualifications to up to six firms/individuals, who then will each be invited to submit up to three design concepts for a Town of Vienna logo. Each invited firm/professional will receive a stipend of \$1,000 (after providing the Town with a W-9 and invoice) to develop up to three initial logo concepts; stipend is payable after presentation of concepts.

Concepts will be due to the Town of Vienna in printed and electronic formats on August 9. Also, on or around August 9, each short-listed firm will make a brief presentation of concepts to a community-based Brand Advisory Board (or to staff member who will, in turn, share concepts with the Branding Advisory Board). The board will evaluate concepts based on:

- How well logo represents the Town of Vienna and its unique personality and how it visually distinguishes Vienna from other Northern Virginia communities.
- Logo's connection to the Town's brand positioning statement and personality attributes.
- Effectiveness and versatility of logo.
- Flexibility of logo (how well it works for different purposes, in different color applications, etc.).
- Durability of logo.
- Other considerations as appropriate.

The Town reserves the right to share concepts or some of the concepts presented with a broader section of community stakeholders for feedback.

The Brand Advisory Board will recommend two design concepts to Town Council as finalists. Council will select which concept it wishes to adopt as the basis for the Town's new logo and approve entering into contract, at a cost anticipated not to exceed \$6,000, with the firm/professional selected. The graphic design professional will complete and finalize the design process (modifying the concept based on Town feedback), under contract, over an approximately 4-6-week period. The new logo suite and Logo Standards Guide will be deliverable to the Town of Vienna on or around September 18. The goal is for Council to consider adoption of the logo on September 25 with launch of the new logo at the Town's annual Halloween Parade on October 25.

The final logo shall become the property of the Town of Vienna, who will have the sole right to adopt, utilize, and modify the logo as it sees fit. The Town may seek copyright protection for the adopted logo if it so desires.

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6. PROPOSED SCHEDULE

These dates are target dates and are subject to change.

- Mid-July - Selection panel narrows statements of qualifications to up to six finalists.
- Late July - Optional informational meeting with finalists. Town's new brand positioning statement expected to be shared.
- Early August - Logo concepts (up to 3) submitted by finalists in electronic (pdf) and printed formats. 30-minute presentations by each finalist, to be scheduled on or around this date.
- Mid-August - Brand Advisory Board recommends two of the received design concepts to Town Council for consideration as the Town's official logo.
- Late August - Town Council selects which of the two recommended concepts it wishes to move forward on and approves entering a contract with selected firm.
- Mid- September - Final logo due to Town of Vienna in variety of electronic formats. Logo Standards Guide due.
- September 25- Town Council votes to adopt logo at Council Meeting.
- October 25 - Logo is officially unveiled at the Halloween Parade.

7. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. **RFQ RESPONSE:** In order to be considered for selection, Offerors must submit a complete response to this RFQ. **One (1) original and five (5) copies of each proposal must be submitted to the Purchasing Office, 127 Center Street S, Vienna, VA 22180**, no later than the date and time specified in this document. **The proposals must be returned in a sealed envelope and identified as follows: "SEALED RFQ", show the RFQ number, subject, opening time, opening date, and bidder's name and address.** Late proposals will not be considered. No other distribution of proposals shall be made by the Offeror.
2. **PROPOSAL PREPARATION:** Proposals must be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Town at its discretion. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of context. *Each copy of the proposal should be bound in a single volume. No hard covered, three ring binders, please. The Town may later request an electronic submission of proposal.*
3. **ORAL PRESENTATION:** Offerors who submit a proposal in response to this RFQ may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for the offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. The Purchasing Agent will schedule the date, time and location of these presentations. Oral presentations are an option and may not be conducted. Therefore, proposals should be complete.

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B. SPECIFIC REQUIREMENTS

1. Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following as a complete proposal:
 - a. RFQ cover page, as well as any Addendums that may have been issued, signed and completed as required.
 - b. Letter of interest/statement of qualifications – Include information about why you are interested in, and feel that you/your firm is qualified for, this job. Describe the kinds of professional graphic art services provided by you/your firm. Mention work you've done previously for government or community organizations as well as any professional awards/recognition received. Please limit your letter to two pages.
 - c. Provide an abbreviated list of past and current clients. Limit to one sheet.
 - d. Provide resumes of key personnel.
 - e. Provide up to ten (10) printed samples of logos (or other design work) created by you/your firm and adopted by client/organization. Preferably more than one logo/design sample will be printed per sheet.
 - f. Provide three client references, including name of appropriate contact as well as phone number and email address.

8. SELECTION OF FINALISTS

Proposals shall be reviewed by a staff-based Evaluation Committee. The Committee will then invite up to six (6) firms/professionals to create up to three designs each to be considered for the Town's new logo. Each finalist firm/professional will receive a stipend of \$1,000 to develop up to three (3) initial logo concepts.

Proprietary information from competing Offerors shall not be disclosed to the public or to the competitors.

The Town, as a municipal corporation of the Commonwealth of Virginia, is obligated and bound by the terms of this Agreement only to the extent that funds are lawfully appropriated therefore and are allocated and available to pay its obligations hereunder. In the event that and at such time as funds have not been appropriated or are not allocated and available to pay the Town's obligations under this Agreement, then the Town shall not be liable for any obligation to pay for the services referred to in this Agreement.

It is expressly agreed and understood that the selected firm is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the Town. The contract specifies the work to be done by the firm, but the method to be employed to accomplish the work shall be the responsibility of the firm.

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9. SPECIAL TERMS AND CONDITIONS

Precedence of Terms: In the event that there is a conflict between the General Terms and Conditions and any Special Terms and Conditions used in this section, the Special Terms and Conditions shall apply.

- A. Mandatory Use of Town Forms and Terms and Conditions: Failure to submit a proposal accompanied by the signed and dated Cover Sheet provided shall be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the Town of Vienna reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not such a proposal should be considered as non-responsive.

Offerors are reminded that changes to the RFQ, in the form of addenda, are often issued between the issue date and within three business (3) days before the closing of the RFQ. Offerors are solely responsible for checking the Town website to ensure that they have the most current information regarding the RFQ.

All addenda must be signed and submitted with your bid.

- B. Ownership of Material: Ownership of all data, materials and documentation originated and prepared for the Town of Vienna pursuant to the RFQ shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets and proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- C. Default: In case of failure to deliver services in accordance with the contract terms and conditions, the Town of Vienna, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
- D. Obligation of Offeror: By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- E. Withdrawal/Modification of Proposals: Proposals may be withdrawn or modified by written notice received from Offerors prior to the time fixed for proposal receipt.
- F. Receipt and Opening of Qualifications: In the case of proposals received in response to a Request for Qualifications, public openings are not required; however, if a public opening is held, only the names of the Offerors are read aloud.

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- G. Qualifications of Offerors: The Town of Vienna may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Town of Vienna all such information and data for this purpose as may be requested. The Town of Vienna reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town of Vienna further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- H. Debarment Status: By submitting their proposals, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- I. Cancellation of Contract: The Town of Vienna reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty upon ten (10) days written notice to the consultant. Any contract cancellation notice shall not relieve the consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. Rights of the Town of Vienna: The Town of Vienna further reserves the right to request information relative to experience, reference and/or financial status of a firm.
- K. Conflict of Interest: The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.
- L. Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the Insurance Checklist within ten (10) days of notification of award. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner reserves the right to require the Firm to furnish the certificates of insurance for coverage required to the Procurement Division.

Insurance Coverages and Limits Required:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.00
- c. General Liability - \$500,000.00 combined single limit. The Town of Vienna is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed

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Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

- d. Automobile Liability - \$500,000.00
- e. Professional Liability/Errors and Omissions Coverage - Proof of professional liability coverage must accompany the Consultant's written proposal.

Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, the Town reserves the right to require the consultant to furnish certificates of insurance for the coverage required.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance. The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

- M. Ownership of documents: Any reports, studies, photographs, negatives or other documents prepared by the Offeror in the performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted, without restriction, to the Owner by the Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Offeror's obligations under this contract without the prior written consent of the Owner.

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SECTION 10. GENERAL TERMS AND CONDITIONS

VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. Follow the instructions in the IFB/RFP for number of submission requirements. The bid/proposal shall be signed by an authorized representative of the bidders/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFQ number, RFQ subject, closing time, closing date, and offeror's name and address.

If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.
4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFQ number and return address is shown on the envelope.
5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the

proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.

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, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town 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 remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
9. **TAX EXEMPTION:** The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.
10. **USE OF BRAND NAME OR EQUAL:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.
12. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.

Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.
13. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia,

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after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.

14. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
15. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
16. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.
17. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
18. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.
19. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.
20. **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.
21. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.
22. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.

23. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in

the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.

24. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of twenty thousand dollars (\$20,000.00) or more.

The Purchasing Agent will award all contracts less than twenty-thousand dollars (\$20,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.

25. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna
ATTN: ACCOUNTS PAYABLE
127 Center St., S.
Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.

26. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000.00 the provisions in A and B below apply:

- a. During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin 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.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor, is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

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27. **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 Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the 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 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
29. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
30. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
31. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.
32. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
33. **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.