



REQUEST FOR PROPOSAL

Graphic Design Services

April 19, 2011

Proposal Due Date: Tuesday, May 3, 2011
and Time: 3:00 p.m. (Eastern Time)

RFP Number: 2011-007-540

Mailing Address: P.O. Box 4000
Ashburn, VA 20146

Delivery Address: 44865 Loudoun Water Way
Ashburn, VA 20147

Procurement Contact: Bessie Nelson, Purchasing Technician
Phone: 571.291.7948
Fax: 571.223.2513
E-mail: bnelson@loudounwater.org

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

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1. PURPOSE

The purpose of this Request for Proposal (RFP) is to use a competitive and fair process to obtain graphic design services for print on an as-needed basis for a period of one year with three (3) one year optional contract extensions.

A description of the scope of services is described in Section 4 of this document.

This RFP, plus the resulting agreement(s), shall be consistent with, and governed by the Virginia Water and Waste Authorities Act (VWWA), the Virginia Public Procurement Act (VPPA) and the Loudoun County Sanitation Authority (Loudoun Water) Purchasing Regulations.

Role of Contractor

- A. The Contractor shall provide creative expertise, copy writing, photography services and any other services as required for the completion of the materials developed under this contract. All art, copy and photography commissioned as part of this contract will become the property of Loudoun Water.
- B. Loudoun Water expects to develop a collaborative relationship with the Contractor. The Contractor should have the skills and knowledge necessary to assist Loudoun Water in developing a new package(s), reports (s), materials, and advertising from scratch, rather than simply redesigning our existing materials.
- C. The Contractor must have the ability to produce materials of the highest quality, from helping Loudoun Water identify needs and gaps in materials, to content creation, design and print management. Throughout the life of contract, the Contractor will be encouraged to suggest ideas for new pieces or ways to improve Loudoun Water's marketing materials.

2. COMPETITION INTENDED

It is Loudoun Water's intent that this RFP permit competition. It shall be the vendor's responsibility to advise Loudoun Water's Procurement Office 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 Loudoun Water's Procurement Office not later than ten (10) days prior to the date set for acceptance of proposals.

3. BACKGROUND INFORMATION

Loudoun Water is a public body politic and corporate and an instrumentality of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, being Chapter 28, Title 15.1, Code of Virginia of 1950, as amended (the "Act").

Loudoun Water was created by action of the Board of Supervisors of Loudoun County, Virginia and was chartered by the State Corporation Commission on May 27, 1959. As an authority, Loudoun Water makes no profit and our operations and finances are independent of the County's tax-supported services.

Loudoun Water has approximately 61,000 connections serving more than 187,000 people. Its service area is predominantly in eastern Loudoun County, and is composed of more than 1,700 miles of water and sewer pipelines. Water supply is provided through agreements with the City of Fairfax and Fairfax Water. Water sources include The Potomac River and Goose Creek. Wastewater treatment is currently provided through an agreement with the District of Columbia Water and Sewer Authority and Loudoun Water's Broad Run Water Reclamation Facility (BRWRF. This plant discharges high quality effluent into Broad Run, which feeds the Potomac River and ultimately, the Chesapeake Bay. Loudoun Water also operates several small community water and wastewater treatment plants.

4. SCOPE OF SERVICES

Over the course of the year, it is expected that Loudoun Water will require various communications and design services in association with its public education/community outreach efforts such as the following (note that the following items are not listed in any particular order):

- Two water quality reports: Central System and Community Systems. These reports must be received by the customers by July 1 as per EPA requirements. The most recent reports are available on Loudoun Water's website, <http://www.loudounwater.org/Residential-Customers/Water-Quality-and-Your-Health>.
- New Customer Handbook, last revised in 2008. The current version is available on Loudoun Water's website, [http://www.loudounwater.org/uploadedFiles/Loudoun Water/Customer Information/customer%20handbook2008.pdf](http://www.loudounwater.org/uploadedFiles/Loudoun%20Water/Customer%20Information/customer%20handbook2008.pdf).
- Photographs for 'Water You Thinking' campaign. All photographs taken of Loudoun Water's properties or staff shall be owned by Loudoun Water. If any photos will be rights protected, please specify in proposal.
- Print Ads in local newspapers, Dulles Town Center backlit ads.
- Identity materials and copywriting (signage, collateral, etc.)
- Public relations materials (media kits and photography)
- Educational printed materials (brochures, flyers, posters, bumper stickers)
- Public service advertising (print, radio, television, or outdoor)

Offerors should fully understand that actual work assignments or duration of assignments that may be required cannot be fully determined at this time. Loudoun Water reserves the right to award a task order to any graphic designer awarded a contract from this solicitation.

5. SPECIFIC PROJECT REQUIREMENTS

- A. Pickups/Deliveries: The successful Offeror will be responsible for all pick-ups and delivery of all materials to Loudoun Water. The artist will be responsible for submission of artwork directly to the media vendor once approved. Deadlines will be established for each project by staff or media vendor.
- B. Layout: The successful Offeror will edit text and rework layout and style sheets as required during development stage to comply with space allocation per marketing project. The Offeror must have the ability to email soft copies for editing and approvals as well as meeting face to face as needed.
- C. Additional Costs: Any additional costs caused by the successful Offeror or the Offeror's failure to make requested corrections shall be incurred by the Offeror. The additional costs to be incurred by Loudoun Water will be agreed to and approved by Loudoun Water prior to commencement of respective work.
- D. Artwork: Loudoun Water will provide the necessary artwork on a disk and/or electronically.
- E. Proofing: Loudoun Water shall be provided a minimum of two working days for first proofing and one complete working day for any additional proofing and edits. A working day is defined as 8:30 am – 5:00 pm, Monday through Friday.
- F. As a minimum, the project manager shall be skilled in InDesign, Illustrator, Photoshop, Acrobat and PowerPoint.
- G. Portfolio includes design for print including but not limited to: annual reports, logos, brand collateral, brochures, self mailers, calendars, interior and exterior signage and merchandising.
- H. Demonstrated proficiency in managing projects from concept to delivery, including price negotiation for photography and print; preflight; quality control; paper and finish research and recommendation; oversight of sub-consultants; conversions to web-ready graphics; digital color corrections; attendance at press checks when needed. This proposal does not include printing but will include the vendor's preparation of any disks or materials needed by the printer and any coordination that will be required to produce a high quality product. Vendors will be asked to suggest qualified printers for various projects.

6. CONTRACT CONDITIONS

- A. Procedures
The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of Loudoun Water's General

Manager or his authorized representative. Any change to the contract must be approved in writing by the Manager of Procurement and Risk and the Contractor.

The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by Loudoun Water.

B. Ownership of Designs

All designs, including art, copy, photographs and any other product which is part of the design, resulting from this contract shall become property of Loudoun Water and shall be delivered to Loudoun Water in appropriate printed and digital formats.

C. Contract Period

The contract shall cover the period from May 19, 2011 (upon contract approval date) through May 19, 2012, or an equivalent period depending upon date of contract award. This contract will be awarded to one or more Contractors for a one (1) year term with three (3) one-year extensions, based on the same terms and conditions at the expiration of its term by mutual agreement between the parties. Each renewal may be for a period equal to the original contract period (one year).

Notice of intent to renew will be given to the Contractor in writing by Loudoun Water, normally ninety (90) days before the expiration date of the current contract. This notice will not be deemed to commit Loudoun Water to a contract renewal.

D. Assignment of Work

Authorization will be provided by Loudoun Water for each piece on a project-by-project basis and the Contractor shall bill for each authorized piece separately. Updates of completed pieces shall be billed at the agreed upon hourly professional rates listed in the resulting contract.

E. Invoicing and Payment

The firm shall submit invoices, in triplicate, for each deliverable (by project), to include a detailed breakdown of all charges. Invoices shall be based upon completion of tasks or deliverables and shall include progress reports.

All such invoices will be paid promptly by Loudoun Water 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 firm shall provide complete cooperation during any such investigation. All invoices shall reference the Purchase Order and shall be forwarded to the following address:

Loudoun Water
Attn: Accounts Payable
P.O. Box 4000
Ashburn, VA 20146

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

F. Payments to Subcontractors

1. Within seven days after receipt of amounts paid by Loudoun Water 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 Loudoun Water attributable to the work performed by the Subcontractor under this contract; or
 - b. Notify Loudoun Water and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.
2. The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item b. above.
3. 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.
4. 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 Loudoun Water.

G. Ethics in Public Contracting

1. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Loudoun Water.
2. 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 Interest Act (Section 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Section 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.

H. Delays

If delay is foreseen Contractor shall give thirty (30) days prior written notice to the Division of Procurement. Loudoun Water has the right to extend delivery date if reasons appear, in the sole discretion of Loudoun Water, to be valid. Contractor must keep Loudoun Water advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications,

authorizes the Division of Procurement to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

I. Notice of Required Disability Legislation Compliance

1. Loudoun Water 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.
2. Specifically, Loudoun Water 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 on the basis of disability by public entities. 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.

J. Immigration Reform and Control Act of 1986

By entering this Contract, ATL 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.

K. Insurance

The successful Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of Loudoun Water by the Contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

1. General Liability

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

a. Minimum Limits

General Liability:

- i. \$1,000,000 General Aggregate Limit
- ii. \$1,000,000 Products & Completed Operations

- iii. \$1,000,000 Personal and Advertising Injury
 - iv. \$1,000,000 Each Occurrence Limit
 - v. \$50,000 Fire Damage Limit
 - vi. \$5,000 Medical Expense Limit
2. Automobile Liability
Coverage sufficient to cover all vehicles owned, used, hired, or non-owned by the Contractor, his agents, representatives, employees or subcontractors.
- a. Minimum Limits
Automobile Liability:
- i. \$1,000,000 Combined Single Limit
 - ii. Statutory Uninsured Motorist Coverage
 - iii. \$1,000,000 Each Occurrence Limit
 - iv. \$5,000 Medical Expense Limit
3. Workers' Compensation
- a. Limits as required by the Workers' Compensation Act of Virginia.
 - b. Employers Liability, \$1,000,000
 - c. Compliance with all Federal Statutes, including U.S. Longshoreman and Harbor Worker's Act, the Jones Act, and Federal Employee Act.
4. Coverage Provisions
- a. All deductibles or self-insured retention shall appear on the certificate(s).
 - b. Loudoun Water, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - c. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by Loudoun Water.
 - d. Shall provide 30 days written notice to Loudoun Water before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - e. All coverages for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
 - f. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Loudoun Water. At the option of Loudoun Water, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - g. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided Loudoun Water, its' officers/officials, agents, employees and volunteers.
 - h. The insurer shall agree to waive all rights of subrogation against Loudoun Water, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

- i. The Contractor shall furnish Loudoun Water certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - j. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from Loudoun Water's Manger of Procurement and Manager.
 - k. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.
- L. Safety
All contractors and subcontractors performing services for Loudoun Water are required 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.
- M. Rider Clause
The Contractor shall, during the term of the contract, extend to any authority, department, agency or institution of the Commonwealth of Virginia the ability to acquire goods and services, other than professional services, at contract prices in accordance with contract terms.
- N. Hold Harmless Clause
The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless Loudoun Water, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.
- O. Not To Benefit
As a prerequisite for payment pursuant to the terms of this contract, there shall be furnished to Loudoun Water a statement, that no employee of Loudoun Water, or members of his immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract resulting from this RFP.

P. Exemption from Taxes

Loudoun Water is exempt from State and Federal Taxes. Tax Exemption Certificate indicating Loudoun Water's tax exempt status will be furnished by Loudoun Water on request.

Q. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Manager of Procurement and Risk and Loudoun Water's General Manager.

R. Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Manager of Procurement and Risk.

S. Termination

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

1. *Termination for Convenience*

In the event that this contract is terminated or canceled upon request and for the convenience of Loudoun Water, without the required thirty (30) days advance written notice, then Loudoun Water shall negotiate reasonable termination costs, if applicable.

2. *Termination for Cause*

Termination by Loudoun Water for cause, default or negligence on the part of the Firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

3. *Termination Due to Unavailability of Funds in Succeeding Fiscal Years*

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and 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.

T. Contractual Disputes

The Contractor shall give written notice to the Manager of Procurement and Risk of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Manager of Procurement and Risk no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Manager of Procurement and Risk shall reduce her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Manager of Procurement and Risk's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the General Manager, or his designee. The General Manager shall render a decision within sixty (60) days of receipt of the appeal.

U. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

V. Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

W. Employment Discrimination by Contractors Prohibited

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

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 or disability, 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.

4. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

X. Drug-free Workplace

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

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance including 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 over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an 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 including marijuana during the performance of the contract.

7. Instructions for Preparing and Submitting Proposals

A. Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposal must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, however, that all questions are received at least five (5) days in advance of the proposal acceptance date. Questions about this RFP should be directed to Bessie Nelson, Purchasing Technician, at 571-291-7948 or bnelson@loudounwater.org.

B. Contents of Proposals

The following information is to be submitted as part of the proposal. No other material may be attached. Tabs shall be used to separate sections of the proposal response. The proposal response is limited to no more than **36 single sided pages (or 18 double sided pages)**, not including a cover letter, tab separators, the Offeror's response to Appendix A, or any forms required by Loudoun Water. A cover letter, if included, shall be no more than one page.

The proposal is to be organized into the following Sections:

1. *Business Identification* – State name of individual or business, including sub-consultants, address of home and branch offices, nature of the organization (individual partnership, or corporation; private or public; profit or non-profit) and the number of employees. Identify the state in which the firm is incorporated or chiefly located. Include name, title, and telephone number of person(s) in your organization authorized to negotiate the proposed contract and bind your firm.
 - a. If sub-consultants are proposed, provide information pursuant to the above and identify the estimated percentage of total project hours to be completed by each sub consultant.
2. *Approach to Project* – Describe your approach to this project and any ideas, techniques or suggestions you think might make the project proceed smoothly.
3. *Experience* – Provide five (5) references for solutions of our magnitude which you have implemented. Include a short description of the client’s need and audience and how the design concept and your process met these needs. Also provide the dates of completion, client contact name, and phone number for each reference.

Provide three (3) written letters of recommendation from former clients addressing the firm’s ability to stay within budget, meet, deadlines, and produce quality work.

In addition, describe any experience the firm has in working with water authorities and/or local government. Include in your proposal some indication that you understand Loudoun’s uniqueness and our audiences.

4. *Qualifications* – Describe the general background and services provided by your firm, including any sub-consultants. Describe briefly the qualifications of key staff that will be actively engaged in the proposed project(s). Indicate what their responsibilities are with respect to the project(s). The quality of the team doing work for Loudoun Water and their responsibilities must be clear and the Offeror must be willing to be bound by its commitments. Describe your staff’s unique qualifications and training for this type of work. Include resumes of key employees that will be assigned to this project.
5. *Portfolio/Samples* – Please submit three (3) samples of your work. You may send originals or color copies/prints. No samples will be returned. No web screen shots. Printed pieces only. Attach to each sample, one 8.5 X 11 sheet with the following information typewritten on one side (information must fit on one side with no smaller than 11-point type):

- a. Project Name
 - b. Date of Completion
 - c. Client Name
 - d. Client Contact Info (Phone and Email)
 - e. Purpose of Piece
 - f. Primary Audience (and secondary audiences)
 - g. Software Used
 - h. Whether this piece was successful and how success was measured/determined
6. *Rates* – Provide a rate sheet that indicates the hourly rate. Note on the rate sheet if the hourly rate is same for all tasks such as but not limited to graphic design, print oversight, client meetings. If the rates are different per task, list the hourly rate for each specific task.
7. *RFP Attachments* – All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposal.
8. *Signatures* – All proposals must be signed in ink by the individual or authorized principals of the firm.

Proposals shall contain the above information. Proposals submitted in any other form may be considered non-responsive and may be rejected.

C. Packaging Of Proposals

1. Proposals are to be returned in a sealed container. Ensure that the proposal container is completely and properly identified. The face of the container shall indicate the RFP number, 2011-007-540; date and time of public acceptance, May 2, 2011, 3:00 p.m. (Eastern Time); and the title of the RFP, Graphic Design Services.
2. Each firm shall submit **one (1) original, three (3) copies and an electronic copy on a CD** of their proposal to Loudoun Water's Purchasing Division as indicated on the cover sheet of this RFP. The original proposal shall be clearly marked.

D. Delivery of Proposals

1. Proposals may either be mailed to P.O. Box 4000, Ashburn, Virginia, 20146 or hand delivered or shipped to 44865 Loudoun Water Way, Ashburn, Virginia 20147. They may NOT be emailed.
2. Proposals must be received by Purchasing BEFORE May 3, 2011, 3:00 p.m. (Eastern Time) due date deadline. Requests for extensions of this time and date will not be granted. Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by Procurement prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited

amendments to proposals received by Loudoun Water after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

E. Withdrawal of Proposals

1. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation PRIOR to the time of acceptance.
2. 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.

F. Late Proposals

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

G. Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional information is necessary to enable an exact interpretation of provisions of this request, an addendum will be issued to the same distribution list as the original RFP. It is the responsibility of the Offeror to ensure that he has received all addendums prior to submitting a proposal.

H. Proprietary Information

It is the responsibility of each Offeror to clearly mark any part of his proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Offerors shall not mark sections of their proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature.

I. Authority to Bind Offeror in Contract

Proposals MUST give full legal name and address of Firm. Failure to manually sign proposal may disqualify it. Person signing the proposal should show TITLE or AUTHORITY TO BIND SAID FIRM IN A CONTRACT.

J. Rights of the Loudoun Water

Loudoun Water 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 Loudoun Water.

K. 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.

L. Deviations from 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. Loudoun Water reserves the right to determine the responsiveness of any deviation.

M. Miscellaneous Requirements

1. All proposals submitted shall be valid for a minimum period of one hundred and twenty (120) calendar days following the date established for acceptance.
2. Loudoun Water 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.
3. The 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 execute a contract with Loudoun Water.
4. Loudoun Water reserves the right to reject any and all proposals by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Loudoun Water. Offerors whose proposals are not accepted will be notified in writing.

N. Protest

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

8. Evaluations of Proposals: Selection Factors

The Contract Terms and Conditions (Section 6.0) set forth certain criteria that will be used in the receipt of proposals and selection of the successful firm. In addition, the Loudoun Water Proposal Review Committee will independently read, review and evaluate each proposal. Evaluations will be made on the basis of the criteria listed below (as defined in Section 7.0).

Proposals will be evaluated by a committee of Loudoun Water employees, who will independently read, review, and evaluate each proposal. Scoring will be based on the following criteria:

- A. Quality and Effectiveness of Samples (30%) - Team will evaluate the samples based on the client's needs and whether in the team member's opinion, it speaks to the intended audience. The team will evaluate whether the sample followed good design principles, such as balance of text and images, the right hierarchy of

information is established, design makes the message easy to get, and easy to follow. Appropriate use of color.

- B. Qualifications (10%) - Team will evaluate the resume(s) your resume to validate past work experience work experience in InDesign, Illustrator, Photoshop, Acrobat and PowerPoint. Offeror may also want to choose samples that help validate this experience.
- C. Cost of Services (25%) - Team will consider price as it relates to value of design performed. The lowest price does not necessarily obtain the best score, unless it appears to the team that the caliber of design for the price represents a good value.
- D. Experience (30%) - Team will be looking for evidence of your proficiency in managing projects from concept to delivery, including price negotiation for photography and print; preflight; quality control; paper and finish research and recommendation; oversight of sub-consultants; conversions to web-ready graphics; digital color corrections; and overall client service. If you have done work for Loudoun Water in the past, your performance will also be rated as a part of this evaluation.
- E. Quality and Appearance of Packet (5%) – At a minimum, we will be looking at spelling, grammar, layout, and ease of use.

After each member of the Review Committee has completed an evaluation rating form for each proposal solution, a composite rating is developed which indicates the committee's collective ranking of the highest rated proposals. At this point, the Review Committee may conduct interviews with one or more Offerors. Representatives of the Review Committee will conduct all subsequent negotiations and will make a recommendation for the contract awards.

**References
(Must be completed by Offeror)**

Offeror shall provide references on this form.

1. Firm Name _____
Mailing Address _____

Contact _____ Title _____
Phone No. _____ Fax No. _____
Email Address _____

2. Firm Name _____
Mailing Address _____

Contact _____ Title _____
Phone No. _____ Fax No. _____
Email Address _____

3. Firm Name _____
Mailing Address _____

Contact _____ Title _____
Phone No. _____ Fax No. _____
Email Address _____

4. Firm Name _____
Mailing Address _____

Contact _____ Title _____
Phone No. _____ Fax No. _____
Email Address _____

5. Firm Name _____
Mailing Address _____

Contact _____ Title _____
Phone No. _____ Fax No. _____
Email Address _____

**Graphic Design Services
(RFP No. 2011-007-540)**

SECTION I – OFFEROR IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

Organized under the laws of State of _____

Principal place of business at _____

Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The Loudoun County Sanitation Authority (Loudoun Water) requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from an RFP issued by Loudoun Water shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II - EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of Loudoun Water, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of VA Code Ann. Section 2.2-3100 et. seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my firm.

Signature _____ Date _____

Name (Printed) _____ Title _____

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL
RIDER CLAUSE**

**Use of Contract by Members of the:
Northern Virginia Cooperative Purchasing Council and
Metropolitan Washington Council of Governments**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun Water
- Manassas, Virginia

YES NO JURISDICTION

- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.
- Maryland Transit Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Northern Virginia Community College
- OmniRide
- Potomac & Rappahannock Trans. Commission
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

Vendor Name

Date