

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

ALLCITY LABEL & TAG CO., INC.	DATE ISSUED:	11/13/2019
224 WEST 35 TH STREET	CURRENT REFERENCE NO:	19-291-ITB
NEW YORK, NEW YORK 10001	CONTRACT TITLE:	PUBLIC SAFETY UNIFORM PATCHES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-291-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 09/30/2020

RENEWALS: FOUR (4) ONE (1) YEAR RENEWAL OPTIONS FROM 10/01/2020 UNTIL 09/30/2024

COMMODITY CODE(S): 08015

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-291-ITB

EXHIBIT A – POLICE PATCH SPECIFICATIONS

EXHIBIT B – SHERIFF PATCH SPECIFICATIONS

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MARC HELLER

VENDOR TEL. NO.: (212) 244-9293

EMAIL ADDRESS: THEMASTERSR@AOL.COM

COUNTY CONTACT: IGOR SCHERBAKOV (POL)

COUNTY TEL. NO.: (703) 228-0709

COUNTY CONTACT EMAIL: ISCHERBAKOV@ARLINGTONVA.US

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410**

AGREEMENT NO. 19-291-ITB

THIS AGREEMENT is made, on the date of execution by the County, between All City Label & Tag Co. Inc., 224 West 35th Street, New York, New York 10001 Corporation (“Contractor”) a New York Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- Agreement No. 19-291-ITB and all modifications properly incorporated into the Agreement, including the Specifications;
- Exhibit A – Police Patch Specifications;
- Exhibit B – Sherriff Patch Specifications; and
- The bid of the successful bidder.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

2. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents (the “Work”), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is to provide public safety uniform patches. It will be the Contractor’s responsibility, at its sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than September 30, 2020 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from October 1, 2020 until September 30, 2024 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the “Contract Term”.

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 19-291-ITB at the prices provided in the bid of the Contractor.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- 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 the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods under this Contract will not waive any rights or causes of action arising out of the Contract.

9. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods covered by this Contract. The items covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through those contract(s).

11. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

12. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

13. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

15. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or-controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

17. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace (as defined in this section) for its 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 violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

21. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

22. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

25. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

26. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of

Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement 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.

27. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

33. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

34. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

35. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

36. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

37. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

38. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

39. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

40. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

41. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

42. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

43. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

44. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

45. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

46. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

Contact Information for the Contractor:

Marc Heller, President
All City Label & Tag Co. Inc.
224 West 35th Street
New York, New York 10001

Contact Information for the Department (Public Safety)

Igor Scherbakov, Project Officer
1425 N. Courthouse Road, 7th Floor
Arlington, Virginia 22201

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Lucas Alexander

47. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: Lucas Alexander

NAME AND TITLE: LUCAS ALEXANDER
PROCUREMENT OFFICER

DATE: 11/13/2019

ALL CITY LABEL & TAG CO. INC.

AUTHORIZED
SIGNATURE: 

NAME AND TITLE: Marc Heller / Pres.

DATE: 10/10/19

SPECIFICATIONS

Arlington County will receive bids for the provision of embroidered uniform patches for Arlington County Public Safety which includes and is not limited to the Police Department (ACPD) and the Sheriff's Office (Further, Public Safety) per the following specifications for up to a five (5) year contract period.

A. BEST COMMERCIAL PRACTICES

The apparent silence of any part of this specification as to the details, or the omission of detailed description concerning any point, shall be regarded as meaning that the best commercial workmanship practices are to be used.

B. CONSISTENCY

The Contractor shall provide embroidered uniform patches that are identical in size, shape, thread color, material color and rigidity, and plastic backing from lot to lot and order to order. Individual font styles and border styles shall also be consistently uniform from lot to lot and order to order.

C. QUANTITIES

Arlington County Public Safety orders 12,000 patches on average per year. Quantities listed on the bid form are estimates of need.

D. INVENTORY

The Contractor shall maintain an adequate inventory of each patch equal to 10% of quantity indicated for each type of patch on the Pricing Sheet to accommodate the needs of the Arlington County Public Safety and to ensure delivery within the terms of the contract.

E. DELIVERY

The Contractor shall deliver contract items to the County within thirty (30) calendar days from the receipt of order (ARO) for standard orders, and within seven (7) calendar days for Emergency Delivery orders.

The Contractor shall ship or deliver orders FOB Destination, Freight Prepaid to the 1425 N. Courthouse Rd., Arlington, VA 22201. Shipments must be addressed to "ACPD Evidence and Inventory Unit, Floor G-1" for Police patches, and "Sheriff's Office, #9100" for Sherriff Patches.

F. PARTIAL BIDS

BIDDERS SHALL BID ON ALL ITEMS. PARTIAL BIDS RECEIVED WILL RESULT IN REJECTION OF THE BID.

G. PERFORMANCE EVALUATION

Failure of the Contractor to meet the delivery schedule detailed above more than three (3) times during the contract term for any reason may be grounds for unilateral termination of the contract.

H. PATCH SIZES AND SPECIFICATIONS

Specifications for each standard patch are listed in Exhibit A attached. Colors must be a perfect match.

I. PATCH GRAPHICS:

County will provide high resolution graphic files for some of the existing patches, and high-resolution photographs of other patches where files are not available. Contractor shall be able to reproduce patches based on high resolution photographs of existing badges, or by copying a physical badge free of charge.

J. SAMPLES OF EXISTING ARLINGTON COUNTY PATCHES

Patch samples are available for inspection at the Office of the Purchasing Agent.

K. ADDITIONAL BADGES AND ACCESSORIES

If any additional types of badges are needed throughout the contract duration that are not listed in this contract, they will be priced at the unit bid price of a patch that is closest to existing size and style. Any other patch-related items will be priced at the % discount off the catalog price listed on the Pricing Sheet.

L. SAMPLE SUBMISSION BY THE BIDDER

One sample of each embroidered patch listed below shall be submitted with the bid to determine if the embroidery meets the County specifications and quality standards. **BIDS SUBMITTED WITH SAMPLES THAT DO NOT MEET THESE SPECIFICATIONS AND STANDARDS WILL BE DEEMED NON-RESPONSIVE AND WILL BE REJECTED.**

Each submitted sample must contain a bidder logo or identification marking on the back of the sample. Bidders shall provide one sample for each of the following patches:

- Velcro Police shoulder patch (item 1)
- Police badge patch – (item 3)
- SHERIFF- Large Shoulder Patch (item 16)
- SHERIFF- Large Silver Badge Patch (item 18)

All samples shall be provided to the County free of charge.

BIDS SUBMITTED WITHOUT SAMPLES SHALL BE DEEMED NON-RESPONSIVE AND WILL BE REJECTED.

M. REFERENCES

Bidders shall provide at least three (3) references from law enforcement agencies for which the bidder provided similar products within the last two (2) years. References shall include agency name, contact person and phone number.


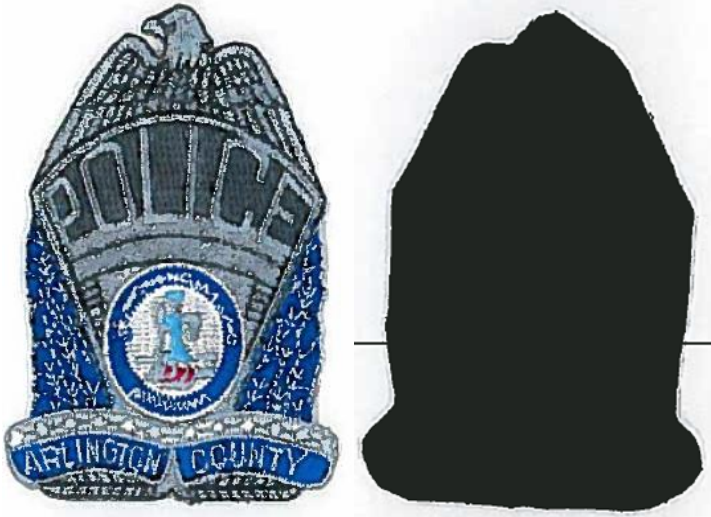
N. CONTRACT PRICING


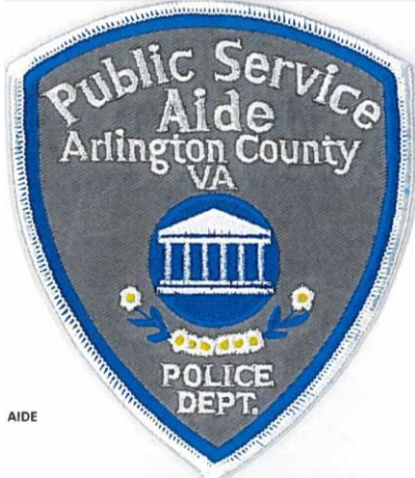
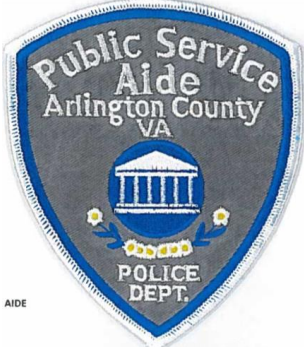
Unit prices shall include all costs, including but not limited to, initial setup charges and costs of producing and delivering the patches at the time of order.


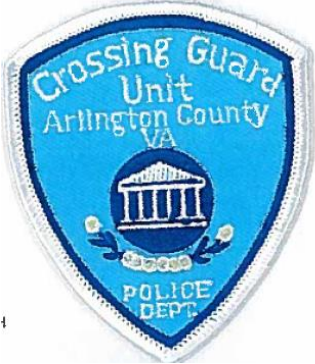

Unit prices shall remain firm for 365 days of the contract. For optional price adjustments thereafter please refer to Paragraph 3 of Section III “Contract Terms and Conditions” of this solicitation.




EXHIBIT A


Section 1 - POLICE PATCHES

Item No.	Picture	Description
1		<p>POLICE -LARGE SHOULDER PATCH</p> <ul style="list-style-type: none">a. Size: 2 1/8" X 3 1/8"b. 100% embroidered and laser cut with plastic backingc. Silver letteringd. Light blue background under letteringe. Gold trimf. Navy background
2		<p>VELCRO POLICE BADGE PATCH</p> <ul style="list-style-type: none">a. Size: 3 1/8" H X 2 1/8 "Wb. Embroidered on black felt with a plastic backingc. Gold or silver background and eagled. Blue sides

Item No.	Picture	Description
3		<p>POLICE BADGE PATCH</p> <ul style="list-style-type: none"> a. Size: 3 1/8" H X 2 1/8 "W b. Embroidered on black felt with a plastic backing c. Gold or silver background and eagle d. Blue sides e. White inside patch picture
4		<p>PUBLIC SERVICE AIDE TALL SHOULDER PATCH</p> <ul style="list-style-type: none"> a. Size: 4" 7/8" X 4" b. Embroidered on twill backing and a merrow stitched boarder with plastic backing c. Silver lettering d. Silver and blue trim e. Gray background f. Blue background of building Gold on flower at the bottom of the building
5		<p>BASEBALL CAP PATCH</p> <ul style="list-style-type: none"> a. Size: 3" X 2 1/2" b. Embroidered on twill backing and a merrow stitched boarder with plastic backing c. Silver lettering d. Silver and blue trim e. Gray background f. Blue background of building g. Gold on flower at the bottom of the building

Item No.	Picture	Description
6		<p>CROSSING GUARD TALL SHOULDER PATCH</p> <ol style="list-style-type: none"> Size: 4 ½" X 3 ¼" Embroidered on twill backing and a merrow stitched boarder with plastic backing Silver lettering Silver and blue trim Light blue background Silver logo Blue logo background Yellow flower
7		<p>CROSSING GUARD BASEBALL CAP PATCH</p> <ol style="list-style-type: none"> Size: 3" X 2 ½" Embroidered on twill backing and a merrow stitched boarder with plastic backing Silver lettering Silver and blue trim Light blue background Silver logo Blue logo background Yellow flower
8		<p>TOP ARC AUXILIARY</p> <ol style="list-style-type: none"> Silver lettering Gold Trim Navy background <p>"ARC" SHALL PERFECTLY MATE ON TOP OF LARGE POLICE SHOULDER PATCH WHEN SEWN AND APPLIED TO UNIFORMS. Embroidered with a twill backing and merrow boarder with plastic backing. The size is 4 3/8" X 2.</p>

Item No.	Picture	Description
9		<p>TOP ARC HONOR GUARD</p> <ul style="list-style-type: none"> a. Silver lettering b. Gold Trim c. Navy background <p>“ARC” SHALL PERFECTLY MATE ON TOP OF LARGE POLICE SHOULDER PATCH WHEN SEWN AND APPLIED TO UNIFORMS. Embroidered with a twill backing and merrow boarder with plastic backing. The size is 4 3/8” X 2.</p>
10		<p>TOP ARC CHAPLAIN</p> <ul style="list-style-type: none"> a. Silver lettering b. Gold Trim c. Navy background <p>“ARC” SHALL PERFECTLY MATE ON TOP OF LARGE POLICE SHOULDER PATCH WHEN SEWN AND APPLIED TO UNIFORMS. Embroidered with a twill backing and merrow boarder with plastic backing. The size is 4 3/8” X 2.</p>
11		<p>SWAT SHOULDER PATCH</p> <ul style="list-style-type: none"> a. Size: 4” ½ X 4” b. Embroidered on twill backing and a merrow stitched boarder with plastic backing c. Black lettering d. Black trim e. OD green background (subdued)

Item No.	Picture	Description
12		<p>SWAT SHOULDER PATCH (w/Velcro backing)</p> <ul style="list-style-type: none"> a. Size: 4" ½ X 4" b. Embroidered on twill backing and a merrow stitched boarder with plastic backing c. Black lettering d. Black trim e. OD green background (subdued) f. Red stand with black hook portion of Velcro










Item No.	Picture	Description
13	 <p>The patch is shield-shaped with a gold border. At the top, the word "EXPLORER" is written in large, white, serif capital letters on a blue background. Below this, "LAW ENFORCEMENT" is written in white, sans-serif capital letters on a black curved banner. In the center is a circular emblem with a blue background, a gold letter "E", and the words "ARLINGTON COUNTY" and "VIRGINIA" in white, sans-serif capital letters around the perimeter.</p>	<p>EXPLORER LAW ENFORCEMENT SHOULDER PATCH</p> <ol style="list-style-type: none"> Size: 4" X 4" Embroidered on twill backing and a merrow stitched boarder with plastic backing Background light blue Gold trim Silver lettering "e" in the circle is gold Navy blue on background for department and Arlington County Virginia
14	 <p>The patch features a black background with a red motorcycle wheel in the center. A gold arrow points horizontally through the wheel. Above the wheel are white wings with gold outlines. The entire design is set against a black, irregular shape that resembles a motorcycle fender or tail section.</p>	<p>MOTORCYCLE PATCH-LARGE</p> <ol style="list-style-type: none"> Size: 2" Embroidered on black felt with plastic backing White wings Black background Red wheel Gold arrow
15	 <p>This is a smaller version of the motorcycle patch described in item 14, featuring the same design elements: a red wheel, a gold arrow, white wings, and a black background.</p>	<p>MOTORCYCLE PATCH-SMALL</p> <ol style="list-style-type: none"> Size: 1" ½ Embroidered on black felt with a plastic backing White wings Black background Red wheel Gold arrow


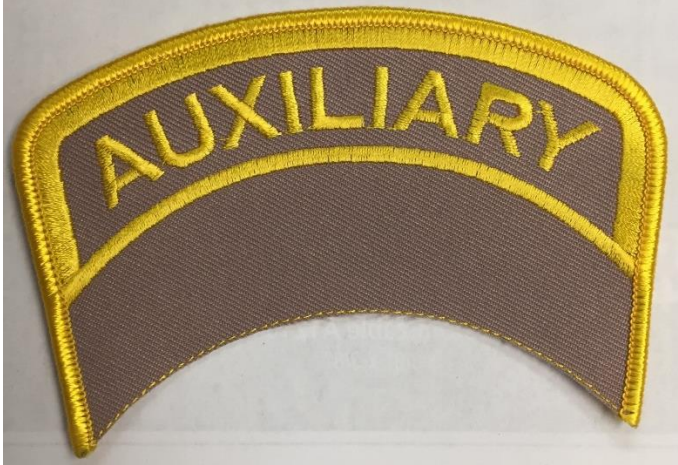
EXHIBIT B



Section 2 – SHERIFF PATCHES

Item No.	Picture	Description
16		<p>SHERIFF- Large Shoulder Patch</p> <ol style="list-style-type: none"> a. 4 7/8" X 4 1/4" b. 100% embroidered & laser cut with plastic backing c. Black Lettering d. Gold Badge w/ Upper & lower Banner e. Gold Trim, Black border (outside) f. Black background g. Commonwealth of Virginia Seal w/ white background h. Black lines-each point of star
		<p>SHERIFF- Large Gold Badge Patch</p> <ol style="list-style-type: none"> a. 4 1/4" X 3 1/4" b. 100% embroidered & laser cut with velcro backing c. Black Lettering d. Gold Badge w/ Upper & lower Banner e. Black Trim f. Black background g. Commonwealth of Virginia Seal w/ white background h. Black lines-each point of star

Item No.	Picture	Description
18		<p>SHERIFF- Large Silver Badge Patch</p> <ol style="list-style-type: none"> 4 1/4" X 3 1/4" 100% embroidered & laser cut with velcro backing Black Lettering Silver Badge w/ Upper & lower Banner Black Trim Black background Commonwealth of Virginia Seal w/ white background Black lines-each point of star
19		<p>SHERIFF- Large Shoulder Patch (ERT)</p> <ol style="list-style-type: none"> 4 7/8" X 4 1/4" 100% embroidered & laser cut with plastic backing Black Lettering Black Badge w/ Upper & lower Banner (light green banners) Black border OD Green background Commonwealth of Virginia Seal w/ (black figure & lite green background) Lite green circle w/ lite green border <p>Badge to be same style as #16</p>

Item No.	Picture	Description
20		<p>SHERIFF-ERT Badge</p> <ul style="list-style-type: none"> a. 2 ½ X 2 ½ b. 100% embroidered & laser cut with plastic backing c. Black Lettering d. Black Badge w/ Upper & lower Banner (light green banners) e. Black border f. OD Green background g. Commonwealth of Virginia Seal (black figure & lite green background) h. Lite green circle w/ lite green border <p>Same color scheme as #19 Color alteration</p>
21		<p>SHERIFF-ERT Badge</p> <ul style="list-style-type: none"> i. 3 X 3 j. 100% embroidered & laser cut with plastic backing & Velcro k. Black Lettering l. Black Badge w/ Upper & lower Banner (gold banners w/ black lettering) m. Black border n. Gold background o. Commonwealth of Virginia Seal (color figure & white background) p. Gold circle w/ gold border <p>Same color scheme as #19 Color alteration</p>

Item No.	Picture	Description
22		<p>SHERIFF- Years of Service Stripes</p> <ol style="list-style-type: none"> 1/4" X 1 1/4" 100% embroidered & laser cut with plastic backing Gold stripes w/ gold border Black background Roll of 50
23		<p>SHERIFF-Top Arc Auxiliary</p> <ol style="list-style-type: none"> Gold lettering Gold Trim Black background <p>"ARC" SHALL PERFECTLY MATE ON TOP OF LARGE SHERIFF SHOULDER PATCH WHEN SEWN AND APPLIED TO UNIFORMS. Embroidered with a twill backing and merrow boarder with plastic backing. The size is 4 3/8" X 2.</p>

Item No.	Picture	Description
24		<p>SHERIFF-Top Arc Reserve</p> <ol style="list-style-type: none"> Gold lettering Gold Trim Black background <p>“ARC” SHALL PERFECTLY MATE ON TOP OF LARGE SHERIFF SHOULDER PATCH WHEN SEWN AND APPLIED TO UNIFORMS. Embroidered with a twill backing and merrow boarder with plastic backing. The size is 4 3/8” X 2.</p>
25		<p>SHERIFF-Top Arc Honor Guard</p> <ol style="list-style-type: none"> Gold lettering Gold Trim Black background <p>“ARC” SHALL PERFECTLY MATE ON TOP OF LARGE SHERIFF SHOULDER PATCH WHEN SEWN AND APPLIED TO UNIFORMS. Embroidered with a twill backing and merrow boarder with plastic backing. The size is 4 3/8” X 2.</p>