



REQUEST FOR PROPOSAL
Yearbook Printing
PROJECT #V211-19-006

8 July 2018



Virginia Military Institute

Lexington, Virginia 24450-0304

Procurement Services
Phone 540-464-7323
Fax 540-464-7669

REQUEST FOR PROPOSALS RFP# V211-19-006

Issue Date: 8 July 2018
Title: Yearbook Printing
Due Date: 7 August 2018 at 2:00 PM EST (mailed or hand-delivered to VMI Procurement Services)
Commodity Code: 96600 – Printing and Typesetting Services
Issuing Agency: Virginia Military Institute
Procurement Services
314 Smith Hall
Lexington, Virginia 24450-0304

Period of Contract: **Notice of Award** through **30 June 2023** (Annually Renewable Thereafter for five (5) successive one (1) year renewals)

Proposals are to be delivered (mailed or hand delivered) to: Virginia Military Institute, Procurement Services, 314 Smith Hall, Lexington, VA 24450. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

All Inquiries for Information Must Be Directed in Writing to: MAJ Lynn Carmack, VMI Procurement Services, carmacklw@vmi.edu. Use of the Understanding of Requirement Form, Attachment A must be submitted for questions concerning specifications or Statement of Needs.

In Compliance With This Request For Proposals And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____

By: _____
Signature in Ink

_____ Zip Code: _____

Title: _____

FEI/FIN NO. _____

Telephone: _____

FAX #: _____

Email address: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms that can furnish both the design and publishing services for *The Bomb*, the yearbook of Virginia Military Institute, an Agency of the Commonwealth of Virginia.
- II. **BACKGROUND:** The Institute's annual, *The Bomb*, was established in 1895 as the first college annual in the South. Founded in 1839 as the nation's first state military college, Virginia Military Institute is a state-supported, totally undergraduate college located in Lexington, Virginia with a current enrollment of approximately 1700 young men and women.
- III. **VASCUPP EXPANDED COOPERATIVE LANGUAGE:**
CONTRACT PARTICIPATION: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.
- IV. **STATEMENT OF NEEDS:**
- A. General:
1. The contractor shall provide all labor, equipment, supplies and materials required to design and publish the college yearbook, herein referred to as *The Bomb*, and to complete all other work specified herein.
 2. The contractor shall sponsor a 2 or 3 day workshop during the month of October 2018 on the VMI Post for the Editor-in-Chief, the Business Manager and the Section Managers.
 3. The contractor shall spend no less than three hours per month on the VMI Post for on-going training and assistance to *The Bomb* staff. The meeting time shall be coordinated at least three days in advance of visit with the Editor-in-Chief and will be at a time which is convenient for *The Bomb* staff. Additional meetings may be held as mutually agreeable by the contractor and the staff.
 4. *The Bomb* staff will have maximum freedom in designing *The Bomb*, including but not limited to use of photos, graphics, choice and use of colors, and selection and size of type.
 5. The contractor shall provide *The Bomb* staff with any and all supplies and personalized training required to complete *The Bomb*. Supplies shall include, but not be limited to double page rough draft sheets, typing forms, ladder diagrams, mini-ladder diagrams, and complete instruction manuals, covering typography design, photography and copy preparation, and computer friendly software.
 6. The contractor's publishing plant shall be capable of printing *The Bomb* using output from a Publishing System using PageMaker 6.0 or higher or Indesign.
 7. *The Bomb* staff will provide all color photographs to be printed in *The Bomb*.
 8. The contractor shall be responsible for any and all pickup and delivery costs for the completion of all work specified herein. The contractor shall send *The Bomb* staff, within 10 days immediately following receipt of material from *The Bomb* staff, a written

acknowledgment of receipt of materials and a date of receipt.

9. The contractor shall mail all copies of *The Bomb* to the homes of the recipients no later than 15 August of each year, assuming that the final deadline is met by *The Bomb* staff. The yearbook staff. The yearbook advisor shall be able to amend the number of copies by 15 April of each year and receive credit for any reductions per book (See Pricing Schedule).

Addresses will be provided by Virginia Military Institute if payment is made by check and not online. This usually applies to VMI departments and persons without a credit card.

B. Book Specifications: (Items included in base price)

1. Quantity: 1000 each. Virginia Military Institute will not accept deviations from 1000 yearbooks unless authorized in writing by Virginia Military Institute.
2. Page Size: 9" x 12"
3. Pages: 352 (approximately)
4. Paper Type: 100 lb. in gloss or matte finish
5. Endsheets: Ink printing on a standard selected endsheet
6. Cover: 2, ¾ bound hardcover of 160 lb. binder board. Base color, one applied color, with 46 colors to choose from, or hot stamped Mylar and Mylar on the front lid and the title and date on the backbone embossing process. Basic cover charges and the cost of upgrades are to be provided.
7. Ink: Black ink
8. Binding: Smyth sewn rounded and back formed. Headbands will be included at no charge.
9. Type: The contractor shall provide at least 80 different type faces with complete freedom of usage. Body faces with bold face and/or italics emphasis styles. Any size rule lines are to be included.
10. Color: All color, no black and white
11. Paste-up: All pages are to be pasted up by the contractor
12. Proofs: The contractor shall provide, at a minimum, a digital proof to *the Bomb* Staff for corrections. There will be unlimited free copy corrections for the proofs and no charges will be assessed to Virginia Military Institute for errors made by the company. If the Editor is not satisfied, for any reason, with any set of proofs, additional proofs may be requested at no addition expense to Virginia Military Institute. If additional proofs are requested due to the contractor's error, the delay incurred for the additional set of proofs and those thereafter shall not affect the delivery date of the book. All endsheets will be proofed in the same manner.
13. Non-compliance of deadline: If necessary, *The Bomb* staff may miss deadlines at no additional charge. It is understood that such non-compliance with deadlines may jeopardize the delivery date of the book. **If any deadlines are missed, the contractor shall notify in writing, FAX or email the Deputy Commandant for Support and the Sergeant Major for Cadet Life.**
14. Process Colors: Any or all process colors and their percentages may be used on color pages at no cost to Virginia Military Institute except when close register is in effect and normal close register fees will then apply.
15. Cover Dies: Intricate dies will be discussed for the cover. The dies will be based on the submitted cover design.
16. No Charge Items:
 - (a) Tilted or wrap around copy
 - (b) Any percentages of gray screen
 - (c) Combinations of two or more gray screens on the same page
 - (d) Bleeding color pictures across the gutter or off the page

- (e) Unlimited number of photos on any page
 - (f) Company will duplicate repetitive layouts upon request
 - (g) Ghosting photos
 - (h) Use of unlimited spot color, any percentage
17. The contractor shall send to the Deputy Commandant for Support and the Sergeant Major for Cadet Life a copy of the shipment record to indicate when pages have been sent to contractor.

C. Deadlines/Penalties: All deadlines shall be mutually agreed upon after award of contract.

1. Upon award of contract, an official calendar will be set and mutually agreed upon by the contractor and *The Bomb* staff.
2. The publisher will package and mail all copies of *The Bomb* to the Corps of Cadets at the contractor's expense. All copies of *The Bomb* shall be shipped by the contractor to insure delivery on or before 15 August 2019. The contractor shall be solely responsible for the shipping, handling, and insurance costs.
3. In the event that all copies of *The Bomb* have not been received by the Corps of Cadets on or before 15 August 2019, the contractor shall pay the sum of \$200 per day beyond the delivery date until the delivery is complete, representing liquidated damages resulting from or arising by reason to so deliver such copies unless such failure shall be the direct result of other circumstances beyond the control of the publishing company and confirmed in writing to the Editor-in Chief of *The Bomb*.

V. **POLICY ON SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Offeror must provide information on past utilization of Small, Women, and Minority Owned disadvantaged businesses, and must state any plans to utilize such businesses and the manner in which they may be utilized under this Contract. Forty percent (42%) is the current expected minimum SWaM (Small, Woman and Minority owned business) utilization.

VI. **PROPOSAL PREPARATION AND SUBMISSION**

A. General Requirements:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to VMI. The Offeror shall make no other distribution of the proposals.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by VMI at its discretion.
 - b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in that single volume.
 - d. **Proposals should be organized in the order in which the requirements are presented in the RFP.** All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number and subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should

be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

3. Oral Presentation: In response to this solicitation, Offerors with accepted proposals may be required to give a presentation to the Institute. This will provide an opportunity for the offeror to clarify or elaborate on the proposal but will, in no way, change the original proposal. Virginia Military Institute will schedule the time and location of these presentations. Oral presentations are an option of Virginia Military Institute and may not be conducted. Therefore, proposals should be complete.
- B. Specific Requirements: Proposals should be as thorough and detailed as possible so that Virginia Military Institute may properly evaluate Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
1. The return of this completed RFP, and any addenda acknowledgments signed and completed as required.
 2. Complete Contractor Data Sheet (Attachment C)
 3. Completed Pricing Schedule. (Section XI)
 4. Offerors shall submit the following:
 - a. A booklet exhibiting the typefaces and sizes available.
 - b. samples of galley proofs
 - c. samples of blueline proofs
 - d. sample disc printout of layout and copy page which the Institute would use to proof
 5. Offeror shall submit a detailed cost proposal, to include:
 - a. The basic specifications and requirements of the RFP, provide a proposal stating a base price, and a detailed explanation of what is included in this price. This proposal shall address but not be limited to the following: quantity, size, binding, cover material, cover printing, end sheet material and printing, text paper, ink colors, copy submission and yearbook staff training, proofs, supplies, composition of edit kit, service, type, screens, reverse printing, over runs, headlines, use of school art, strip-ins, number of elements per page, artificial backgrounds, rule lines, use of heavy copy, number of 4-color transparencies, use of spot color and solid black backgrounds, duotones, foldout pages, pasteurization of pictures, deadline requirements, discounts and payment terms.
 - b. List any additional options/services and prices which are not included in your base price.
 6. A written narrative statement, to include:
 - a. The expertise of the offeror's staff who will be working directly with *The Bomb* staff, present number of employees, number of corporate accounts, offeror's plans to expand, if necessary, to meet demand, and a description of your training and development program which will assure that all personnel assigned to perform under any resultant contract are capable and qualified in the work assigned to them.
 - b. Experience in providing design and publishing services.
 - c. Specific plans for design and publishing services for *The Bomb*.
 - d. Description of user-friendly software proposed.
 - e. Description of in-house production capabilities and work to be sub-contracted.

- f. The design and publishing services fees proposed.
 - g. Ability to support workshop/seminar participation by *The Bomb* staff.
7. References: Three (3) recent references, either educational or governmental, for whom you have provided the type services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual the Institute has your permission to contact. (See Attachment D)
 8. Small, Women-owned and Minority-owned Business (SWaM) Utilization: Describe your plan for utilizing small businesses and businesses owned by women and minorities if awarded a contract. Describe your ability to provide statistical reporting on actual SWaM subcontracting when requested. Specify if your business or the business or businesses that you plan to subcontract with are certified by the Virginia Department of Small Business and Supplier Diversity, <https://www.sbsd.virginia.gov>. (See Attachment E).
 10. Complete Conflict of Interest Statement (Attachment B)

VII. EVALUATION AND AWARD CRITERIA

Proposals shall be evaluated by the Agency using the following criteria:

<u>Evaluation Criteria:</u>	<u>Maximum Point Value</u>
1. Price	20
2. Plan for providing services	20
3. Qualifications/Experience	20
4. SWaM Utilization	20
5. Proposed training of <i>The Bomb</i> staff	10
6. Equipment & degree of automation to be used	<u>10</u>
Total	100

VIII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This procurement is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the Office of Procurement Services. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling the Procurement Office at (540) 464-7323.
- B. **APPLICABLE LAWS AND COURTS:** This procurement and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, 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.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this procurement, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than 10 (ten) calendar days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being

billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. B-4

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2- 800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverage is required for the following:

<u>Profession/Service</u>	<u>Limits</u>
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this procurement, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e- procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) SBSB-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not SBSB-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 30 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES.** This solicitation is set-aside for SBSB-certified small business participation **only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation.** SBSB-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Small Business and Supplier Diversity. SBSB-certified women- and minority-owned businesses are also considered small businesses when they have received SBSB small business certification. Small businesses must be certified by SBSB not later than the solicitation due date.

* * * * * E N D O F G E N E R A L C O N D I T I O N S * * * * *

IX. SPECIAL TERMS AND CONDITIONS:

A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Military Institute will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Virginia Military Institute has purchased or uses any of its products or services, and the contractor shall not include Virginia Military Institute in any client list in advertising and promotional materials.

B. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as

negotiated.

- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>7 August 2018</u>	<u>2:00 PM</u>
Name of Bidder	Due Date	Time
_____	<u>V211-19-006</u>	
Street or Box Number	IFB No.	
_____	<u>Yearbook Printing</u>	
City, State, Zip Code	IFB Title	

Name of Contract/ Buyer: MAJ Lynn W. Carmack, CUPO, CPPO, CPPB, CPSM

- E. **PRINTING:**
- A. **OVERRUNS/UNDERRUNS:** Bids for printing will be rejected if the quoted overrun cost equals or exceeds the base lot price quoted for the equivalent incremental unit quantity. On bids for multiple part forms, envelopes, and signage, the additional overrun quoted shall not exceed the base lot price quoted for the equivalent incremental quantity. The agency may at its discretion accept an underrun, provided credit is allowed the agency at the full base price per unit for the quantity of the underrun.
- B. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- C. **QUALITY COLOR PRINTING:** Contractor shall analyze each four-color subject and make separations individually. Contractor shall allow for color correction, dot etching, etc., in order to achieve top-quality production from each separation made.
- F. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- G. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for (5) five successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Printing Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Printing Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

X. PAYMENT:

The contractor shall bill at the address below subsequent to the shipment of all copies of *The Bomb* and such copies shall be required and no sum become due and owing prior to the shipment and receipt of all copies. Billing Address:

Virginia Military Institute
The Bomb
Director of Cadet Life
418 VMI Parade, 3-117 Barracks
Lexington, VA 24450

XI. PRICING SCHEDULE:

BASE PRICE	\$ _____
ADDITIONAL CHARGES/CREDITS:	
Extra Copies (per copy)	\$ _____
Hourly rate for contractor prepared artwork	\$ _____
Close Register	\$ _____
Additional 8-page flats of four-color	\$ _____
Blue-line corrections (max charge per page)	\$ _____
Credit for unused 8-page color flat	\$ _____
Credit for changing paper stock from 100# to 90#	\$ _____
Insert onion skin in front of title page	\$ _____
Credit for reduction of books (per book)	\$ _____

ATTACHMENT C

RFP# V211-19-006

CONTRACTOR DATA SHEET

QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirement.

Indicate the length of time you have been in business providing this type of service. _____ Years
_____ Months

Provide a list of current references, either college, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm's customer base and can be formatted as follows:

CURRENT ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT D

RFP# V211-19-006

REFERENCES

Please list at least three (3) references for which you have performed each applicable category of service specified herein and within the past five years.

1.

CLIENT: _____

ADDRESS: _____

CONTACT

PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

2.

CLIENT: _____

ADDRESS: _____

CONTACT

PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

3.

CLIENT: _____

ADDRESS: _____

CONTACT

PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude SBSB-certified women- and minority-owned businesses when they have received SBSB small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSB) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through SBSB online at <https://www.sbsb.virginia.gov> (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Small Business and Supplier Diversity (SBSB) as a small business, complete only Section A of this form. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB small business certification.
- B. If you are not a SBSB-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to SBSB-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with SBSB certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (SBSB), are you certified as a (check only one below):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of SBSB-certified small businesses in the

performance of this contract. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received the SBSB small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of SBSB-Certified Small Businesses for this Procurement

Small Business Name & Address SBSB Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					