

INVITATION FOR BID
IFB

Issue Date: May 7, 2008 IFB # 08-32
Title: Printing of Yearbook Commodity Code: 96667
Issuing Agency: Commonwealth of Virginia
University of Mary Washington
Purchasing Office
1671 Jefferson Davis Hwy., Suite 104
Fredericksburg VA 22401

Period of Contract: Upon award through August 31, 2009 with an option to renew for one (1) additional one-year period.

Sealed Bids will be Received until: June 3, 2008 at 2:00 P.M. and opened in public to furnish the services described herein.

All Inquiries for Information should be directed to: Roxanne Ehardt (540) 654-1057

IF BIDS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: UNIVERSITY OF MARY WASHINGTON, 1671 JEFFERSON DAVIS HYW., SUITE 104, FIRST FLOOR, FREDERICKSBURG, VA.

In compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed bid at the price indicted in the Pricing Schedule.

Name and Address of Firm:

_____ Zip Code _____

Date: _____

By: _____
Signature in Ink

Name printed/typed

FEI/FIN: _____

Title: _____

Fax: _____

Telephone: _____

Email: _____

Check all that apply: Minority Owned: ____ Small Business: ____ Women Owned: ____

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law to discrimination in employment.

I. **PURPOSE:** The intent and purpose of this Invitation for Bids is to establish a contract for all services associated with the printing of a full color student yearbook, "Battlefield", for the University of Mary Washington, an agency of the Commonwealth of Virginia.

II. **SPECIFICATIONS:**

Quantity: 2,000 copies

Page Size: 9" x 12"

Pages: 320 pages, plus case bound cover.

Copy: Contractor shall be responsible for all typesetting and paste-up based upon university's furnished layout sheets and computer disks. The University will provide computer-generated copy. At no additional cost the contractor shall provide for the duration of this contract one computer, a printer, and the necessary software and documentation to enable the university to provide the page design and copy for this book. Computer shall be a PC with a minimum of 64mb RAM; a 6 gig. (minimum) hard drive; a 17" – 21" monitor; a 10/100 base-T Ethernet connection, zip drive. Specific network information is available from Mr. Joe Haynes, (540) 654-1027. Software to be installed on the computer shall be *the latest versions* Adobe PageMaker and Adobe Photoshop. Computers should be provided to the university by **August 15, 2008**. Contractor shall provide at no additional cost training to the agency's satisfaction on the use and care of the furnished equipment at the university on the equipment after installation.

Contractor shall have available the entire current Adobe typeface library, in all applicable sizes, for use on this book. Agency shall have the choice of unlimited mixing of typefaces and sizes. Contractor shall provide a copy of the current available typeface upon award.

On text pages and end sheets, the university shall have unlimited random use of color register (one-point lines), overburns, reverses, black and white and color bleeds into the gutter or off the page (including between signatures), mortises, ghosted photographs, reduction/enlargement of line art or halftones, screens, tilting of copy and photographs, four-color subjects (filled shapes, art, text) on four-color pages, duotones on spot color or four-color pages at no additional charge.

Black and white halftones will be provided in any of the following formats: flexible color prints, flexible black and white prints, transparencies, or digitally.

A Laptop will be added to the computer equipment and set to arrive by August 15, 2008.

Color: 20-page signatures shall print in four-color process.

Agency may provide color originals in any of the following formats; flexible color prints, transparencies, or digitally.

Contractor should provide a sample color book of spot colors available with sample duotones and screens, at no additional cost. These samples should be included in the production kit.

University shall have the option, at no additional cost, of using cross screens of the four process colors (on the four-color pages) in unlimited and random fashion. 150-line reproduction is required for all halftones, screen tints, and four-color subjects. Additionally, the university may print up to 15 color subjects at 175-line reproduction at no additional cost.

Proofs: Contractor shall check each proof for contractor's error and correct those errors prior to submitting proofs to the university. Should contractor fail to meet this requirement and additional proof(s) are required due to contractor's error, such proofs shall be furnished at no additional charge. Delivery of the finished books by the specified date shall be required.

Two page proofs (blue/brown line or photocopy) of each page are required. All elements shall be in position. Acceptable color proof is required for all color pages. Proofs shall be received by the university ***no later than three weeks after contractor's receipt of submitted materials. During the academic year, approved proofs will be available for pickup within four business days of their receipt. Proofs received during the summer will be mailed back as soon as the Editor has had a chance to review these. The Printer's representative should obtain the summer address of the Editor and mail these to that address.***

Alterations: Changes after approval of proofs will be paid for as author's alterations, as indicated in the pricing schedule. Time shall be maintained to the nearest 1/10 of an hour.

All charges for changes, which are distinctly errors of the contractors, shall be borne by the contractor and no compensation will be made or allowed by the Commonwealth of Virginia.

Stock: Text – 100# Mead Offset Enamel, or approved equal, gloss text.
End sheets – 65# Simpson Sundance, or approved equal, white, felt finish.

Only mill brand papers listed in the latest edition of the Competitive Grade Finder, or as otherwise accepted by Grade Finders, Inc., for publication in subsequent editions of any of its paper buyer grades will be considered. For products not listed in the Competitive Grade Finder, a copy of Grade Finders' letter of acceptability must be included with your returned bid.

Private brand papers will not be considered equal to mill brand papers.

Cover: Cover material shall be Lexotone, or approved equivalent. At least 10 stock colors shall be available from which university may choose.
University would like the ability to use more than one foil color, and more than one silkscreen shall be included in the covers design as well as embossing and debossing, stamping, silk-screening and thermo screening options, at no additional charge to the university.

University would like option to use pictures (with sepeotone or black and white) on the cover. Cover one and spine shall be embossed with custom dies. Contractor shall imprint the cover and spine with two silk-screened colors. Overtone rub shall be hand applied to the covers.

All stamping and embossing dies shall be included in your quoted price.

A rough draft shall be submitted to the contractor. Contractor shall construct the final design of the cover and submit proofs to the university for approval no later than four weeks after receipt of material.

End Sheets: Different copy shall be printed on front and back end sheets in black ink. ***University would like ability to use graphics, color type and lines.***

Binding: Contractor shall case bind books using 160# binder's board. Books shall be Smyth sewn through the signatures, end sheets shall be pasted in. Books shall be rounded and backed with headbands top and bottom. Cover shall overhand text and shall be hinged and scored.

Packaging: Box no more than 20 books per carton.

Delivery: Inside delivery is required to one location on campus no later than 10 weeks after submission of final copy and graphics. Anticipated delivery date is **August 29, 2009. Delivery hours are 8am – 4pm, Monday – Friday.** Contractor shall notify the yearbook editor at least 72 hours prior to delivery. ***Labels will be provided by Yearbook staff to contractor for mailing to graduating seniors at Contractor's expense.***

Original copy, photographs, art, and other material submitted for publication shall be returned before invoice will be processed. Material submitted for publication for this yearbook shall not be used for any other purposes without the expressed written approval of the university's purchasing office.

Deadlines: Contractor shall meet with the staff to mutually establish a list of sectional deadlines of copy and halftones which must be met in order to guarantee the specified delivery. Color deadline shall be **June 11, 2009.** If the university fails to submit material in accordance with this schedule, the contractor will be allowed two days for each day of delay. Contractor shall be responsible for all pickups and deliveries of all material.

Service: A qualified yearbook representative (with necessary technical expertise in layout, design, and photography) must be able to service the yearbook staff at the university. The representative shall advise on initial planning and design; coordination; selection and placement of color, type styles, and special effects. The representative shall be available on a prearranged basis at a time convenient to both the university and the representative for up to at least eight hours per month. The university should be able to contact the representative at no cost to the university via either an 800/888 phone number or through Internet e-mail.

Additionally, the representative shall meet with the publication advisor during each campus visit to appraise him/her of the book's progress. The representative shall review all material submitted for production to insure completeness and conformation with the contract.

At no additional cost the contractor shall have available an artist to assist the staff in design of the cover and/or end sheets and dividers.

Contractor shall fund two students to attend National conferences to develop themes, layout design and photography.

Yearbook Options: There are several options for which the university requests prices:

- Minor change, per page
- Major change, per page
- Substitute picture
- New layout or substitute page
- Substitute four-color subject before separation
- Substitute four-color subject before masking
- Substitute four-color subject after masking
- Adjustment to enlarge or reduce portraits for head size consistency, per subject
- Foil stamping, per cover, per color (included dies, foil, run, setup)
- Silk screening, per cover, per color (includes run and setup)
- Metalay, per cover (included dies, foil, run, setup)
- Embossing
- Debossing
- Stamping
- Thermo screening
- Use of photographs (either black/white or sepia tone) on covers
- Graphics, color types and line on end sheets

Bidders are requested to provide with returned bid the standard company rate chart that includes these minimal options. Bidders should state any applicable discount from the list prices provided on the IFB pricing sheet in the space provided.

Changes: Any changes to the size or shape of the book or changes requested to pages already proofed and resubmitted which will result in additional cost above the base price of the book must be approved in advance.

The contractor shall submit written quotations (FAX is acceptable) to the university's purchasing office and await approved change orders prior to **performing** any work which will incur additional expenses to the Commonwealth of Virginia.

Production Kit: Contractor shall provide at no additional cost, within ***10 calendar days of award***, a standard yearbook production kit. This kit shall include such items as croppers, rulers, color guides to spot color, special company software (if any), layout sheets, job stamps, production booklet, ladder diagrams, submission envelopes, instruction book, ideas book, and mailing boxes. Additional supplies shall be provided at no additional cost.

III. GENERAL TERMS AND CONDITIONS:

Please see Attachment A for the General Terms and Conditions of this Invitation for Bids.

IV. SPECIAL TERMS & CONDITIONS:

A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. 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.

C. AWARD OF CONTRACT: The Purchasing Office will make the award on an extended price basis. Due consideration will be given to price, quality as judged by samples submitted, and/or previous experience, and the ability of the bidder to render required services. The purchasing office reserves the right to conduct any tests it may deem advisable and to make all evaluations. The purchasing office also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

D. BID PRICES: Bids shall be in the form of a firm unit price for each item during the contract period.

E. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

F. CANCELLATION OF CONTRACT: The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. 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 the cancellation.

G. CONTRACTOR DATA SHEET: The bidder shall complete the Contractor Data Sheet (Attachment B), being sure to include 2 (two) recent references for whom the bidder has done a similar job of comparable size.

H. EXTENSION OF CONTRACT: This contract may be extended by the Commonwealth upon written agreement of both parties for one year, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

I. 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: _____	_____	_____
Name of Bidder	Due Date	Time
_____	_____	_____
Street Address	IFB No.	
_____	_____	
City, State, Zip Code	IFB Title	

Name of Purchase Officer: _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as directed above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

LATE BIDS: To be considered for selection bids must be received in the issuing office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office. Bids received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service private couriers, or the intradepartmental University mail system. It is the sole responsibility of the Bidder to insure that its bid reaches the issuing office by the designated date and hour.

J. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are canceled or rejected, the State agency reserves the right granted by Section 11-53 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the State agency whenever such low bids exceeds the State agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds available to the State agency whenever such low bids exceeds the State agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the State agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The State agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the State agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the University of Mary Washington and the lowest responsive, responsible bidder.

K. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negatives, 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 MWC in usable condition after completion of the work, and prior to the submission of the invoice for payment.

L. PRICE ESCALATION/DEESCLATION: Price adjustments only for changes in the contractor's cost of paper may be permitted. No price increases will be authorized during the initial contract period. Price escalation may be permitted only at the beginning of each contract extension period and only when verified to the satisfaction of the Purchasing Office using the Producer's Price Index and present market conditions as guides. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Only general "across the board" price increases will be considered and must affect all suppliers of the commodities or goods. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's supplier. The Purchasing Office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The

Contractor is further advised that decreases, which affect the cost of paper, are required to be communicated immediately to the Purchasing Office.

M. PRINTING RAST: Bids for printing will be rejected when the additional per two hundred cost, run at the same time (R.A.S.T.) equals or exceeds the base lot per thousand price quoted and/or incremental unit cost.

N. CLASS 1 – EXCELLENT QUALITY PRINTING: This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as ‘Class 1.’ Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally halftones or screen tints will require 133, 150 or 200 line screens. There may be large reverse areas, and/or large solid areas where good even ink coverage is necessary. Because of the overall design, very accurate registration is required. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery operations shall be the same excellent quality.

O. 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. The agency may at its discretion accept an under run, provided credit is allowed the agency at the full base price per unit for the quantity of the under run.

P. PICKUPS AND DELIVERIES: Contractor shall be responsible for all pickups and deliveries of all materials.

Q. RECYCLING POLICY: It shall be the policy of University Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff.

V. ATTACHMENTS:

- A. General Terms and Conditions
- B. Contractor Data Sheet

VI. PRICING SCHEDULE:

Bidder shall state firm prices to furnish all goods and services necessary to complete the printing of the "Battlefield" Yearbook as per specifications:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Printing of "Battlefield" Yearbook	2000 each	\$ _____	\$ _____
Add'l 10's overruns	each	\$ _____	
Cost to mail books individually to graduating Seniors	each	\$ _____	

ATTACHMENT A

Commonwealth of Virginia's General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules 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 submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of 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 solicitation, 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:**
1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- 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 five working 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 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.
- 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/offeree) to perform the services/furnish the goods and the (bidder/offeree) 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/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) 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.
 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/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. 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 equal 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/offerors) 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.

(Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- 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 solicitation, 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:** The eVA Internet electronic procurement solution, website 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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- 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 DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

ATTACHMENT B

CONTRACTOR DATA SHEET

To Be Completed By Contractor

1. QUALIFICATION OF CONTRACTOR: The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____years _____months.
3. REFERENCES: Indicate below a listing of at least four (4) recent references, either commercial or governmental, for whom you have provided this type of service. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

<u>CLIENT</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>PERSON TO CONTACT</u> <u>E-MAIL ADDRESS</u> <u>PHONE AND FAX NUMBER</u>
---------------	-------------	----------------	--