REQUEST FOR PROPOSAL (RFP)

Issue Date: February 3, 2005

Title: Binding Services

Issuing Agency: Commonwealth of Virginia
Longwood University
Farmville, Virginia 23909

Using Agency And/Or Greenwood Library
Longwood University
Farmville, Virginia 23909


Sealed Proposals Will Be Received Until March 16, 2005 2:00 p.m. local time For Furnishing the Services Described Herein.

All Inquiries For Information Should Be Directed To: Materiel Management Office Phone (434) 395-2093.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: MATERIEL MANAGEMENT, BRISTOW BUILDING, ROOM 218, CORNER OF MAIN STREET AND REDFORD STREET.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm: ____________________
Date: ____________________
By: ____________________
Signature in Ink: ____________________
(Please Print or Type)

Name: ____________________

FEI/FIN No. ____________________

Phone(____)__________________
Fax (____)__________________

E-Mail ____________________

eVA member__________________

Addendums: Any changes resulting from the University’s requirements will be issued in an addendum and will be posted to the eVA (http://www.dgs.state.va.us) and Longwood University Materiel Management website, http://www.longwood.edu/. Click on offices, Purchasing, Solicitations/Awards, Open Request for Proposals/Addenda/Awards. Click on the solicitation 214-05-Binding. It is the sole responsibility of the bidder to check these web pages for all changes to the RFP prior to submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents.
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 other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the binding of books, periodicals and other publications for Greenwood Library, Longwood University, (herein referred to as the University or the Agency) an agency of the Commonwealth of Virginia.

II. BACKGROUND: Longwood University currently contains a collection of approximately 300,000 volumes and it has a volume capacity of 410,366. The library receives twelve-hundred active periodical subscriptions. It is anticipated that approximately 2,000 volumes a year will need to be bound.

III. STATEMENT OF NEEDS:

A. All binding, except as specifically specified, shall be done in accordance with the Library Binding Institute Standard for Library Binding. The Library reserves the right to specify binding styles and methods if it so chooses. The Contractor cannot change the method of treatment specified without the prior consent of the Library. The Contractor should state whether or not they are certified by the LBI.

B. The Contractor must demonstrate in the proposal, his/her ability to match the binding pattern, placement of stamping on the spine, and color of stamping foil and cloth on previously bound volumes of the Library’s periodicals collections. The Contractor must be responsible for the cost of setting up a file of required binding information for periodicals, serials, and set titles, using information from the previous binding contractor.

C. Pickup and delivery:

1. The Contractor must arrange a schedule of pickup and delivery with the Library, with the understanding that library materials should be out of circulation for the shortest time possible. Return of materials should not take longer than 30 days.

2. Cartons, address labels, and binding slips must be provided by the Contractor.

3. The Contractor must pay all transportation costs in regularly scheduled shipments.

D. Errors made by the Contractor must be corrected without additional charge to the Library. Errors that cannot be corrected will be subject to the required Insurance and Security provisions.

E. Additional Services:

1. The Contractor must be willing to accept collect telephone calls or provide a toll-free number when such calls are warranted.

2. A representative of the bindery must be able to visit the Library, as needed, to set up software or deal with unusual problems. The bindery must provide in-service training for Library staff members involved in bindery preparation on request.

3. The Contractor must address his/her ability to provide demonstrably easy-to-use web-based software. The Contractor must address any maintenance and upgrade costs, if any, to Library.
F. Billing and Pricing:

1. Proposal must include a price list for all standard costs for the following types of binding. Charges for additional services (call number stamping, inserting map pockets, stubbing, handsewing, oversize (specify sizes), Library choice of book buckram color, etc. must also be specified).

Types of binding anticipated:

Standard Periodicals binding, including title, volume, date, no call number
Recasing worn monographs
Binding of paperbacks, new and used
Binding of new paperbacks, retaining all information on front and back of the covers
Phase boxes

2. Proposal must indicate whether an American Express credit card can be used for payment.

3. Comply with State of Virginia regulations for membership in eVA. Reference section X under the General Terms and Conditions.

G. Samples requested:

1. Samples of all forms used by the Contractor to communicate with the Library, including binding slips, invoices, shipping lists, and statistical reports generated from the contractor’s software.

2. Color swatches of the available buckram colors.

H. Demonstrations requested:

1. A demonstration of the contractor’s web-based software for setting up binding orders, must be a part of the proposal.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (4) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror. MARK the original copy with a label and label each of the copies.

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 purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
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 placed on completeness and clarity of content.

c. 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, 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 which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an 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.

d. As used in this RFP, the terms “must”, “shall”, “should”, and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitutes trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. **SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that Longwood University may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal.

1. Return the RFP in its entirety and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
   a. Experience in providing the goods/services described herein.
   b. Names, qualifications and experience of personnel to be assigned to the project.
   c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed goods/services including:
   a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
   b. What, when and how the service will be performed.
   c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
5. Proposed price including pick-up and delivery.

V. EVALUATION AND AWARD CRITERIA: Proposals shall be evaluated by Longwood University using the following criteria.

A. EVALUATION CRITERIA:

<table>
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<tr>
<th>FOR SERVICES</th>
<th>POINT VALUE</th>
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<tr>
<td>1. Qualifications and experience of offerors in providing the services.</td>
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<td>2. References from other clients.</td>
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<td>3. Specific plans or methodology to be used to perform the services.</td>
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<td>4. Clarity and completeness of information Provided in the proposal.</td>
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<td>5. Price (including pick-up and delivery)</td>
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<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
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B. AWARD OF CONTRACT:

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, 11-65D). 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.
VI. GENERAL TERMS AND CONDITIONS:

A. VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of the Purchases and Supply (804)786-3845.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract will be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto will be brought in the courts of the Commonwealth. The Contractor will comply with applicable federal, state and local laws rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their bids or proposals, 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 Section 11-51 of the Virginia Public Procurement Act.

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, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   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 will 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 or proposals, Offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their bid or 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 or proposals, 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 or proposals, 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 the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB'S AND RFP'S (as applicable):**

   (1.) **Invitation For Bids:** Failure to submit a bid on the official state form provided for that purpose will be a cause for rejection of the bid. Modifications 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 will be effective unless reduced to writing and signed by the parties.

   (2.) **Request for Proposals:** 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 Offeror has questions about the specifications or other solicitation documents, the prospective 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 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.
K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions will 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 the solicitation, the Special Terms and Conditions will apply.

L. **QUALIFICATIONS OF BIDDERS/OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror will furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such 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 will 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 will 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 will comply with the notice upon receipt. The Contractor will be compensated for any additional costs incurred as the result of such order and will give the Purchasing Agency a credit for any savings. Said compensation will 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 to 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 will be used for determining a decrease in price as the result of savings realized. The Contractor will present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency will 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 will 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's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract will 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 will 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 will 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 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, will be accepted. The Offeror is responsible to clearly and specifically indicate 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 Offeror clearly indicates in its 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 or proposals, all 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 will be used. All shipping containers will be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, Contractor will have the following insurance coverage at the time the work commences. Additionally, Contractor will maintain these during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the Contract the Commonwealth reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by the Commonwealth as indicated.

**INSURANCE COVERAGE REQUIRED:**

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

1. Worker’s Compensation - Statutory requirements and benefits.
2. Employers Liability - $100,000.

3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor’s Liability or Owner’s and Contractor’s Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
(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 coverages are to include Products, Completed Operations Coverage and Garagekeeper’s Liability.)

4. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

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<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)</td>
<td>$1,700,000 per occurrence, $3,000,000 aggregate (Increased limit effective July 1, 2003)</td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$500,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Surveying</td>
<td>$100,000 per occurrence, $300,000 aggregate</td>
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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 website (www.eva.state.va.us) for a minimum of 10 days and on the Longwood University Public Posting Board, Bristow Building and on the Longwood University website (www.longwood.edu/purchasing) 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 in accordance with this chapter, 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 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, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The 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, and complete the Ariba Commerce Services Network registration. 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 Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. 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, and ability to research historical procurement data, as they become available.
VII. **SPECIAL TERMS AND CONDITIONS**

1. **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.

2. **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.

3. **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, §11-65D). 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.

4. **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.

5. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

6. **DRUG FREE WORKPLACE:** The contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on state property are prohibited:

   A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
B. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

7. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special label is not furnished, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

```
From: ____________________________  Due Date: ____________  Time: ____________
Name of Offeror

Street or Box Number  IFB No./RFP. No.

City, State, Zip Code  IFB/RFP Title
```

Name of Contract/Purchase Officer or Buyer: ____________________________

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

If a bid/proposal is not contained in a sealed envelope with the label or properly addressed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. Nor other correspondence or other bids/proposals should be placed in the envelope.

8. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two 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 no more than the percentage increase/decrease of the “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 the first one-year renewal the Commonwealth elects to exercise the option to renew the contract for the second additional one-year period, the contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the “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.

9. **METHOD OF PAYMENT:** Payment will be made at the completion and acceptance of the work by the agency. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the address below. All invoices shall show the state contract number and/or purchase order number.

   Greenwood Library  
   Longwood University  
   201 High Street  
   Farmville, Virginia 23909

10. **LATE PROPOSALS:** To be considered for selection proposals must be received in the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals 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 intraUniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

11. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for Longwood University pursuant to the RFP shall belong exclusively to Longwood University and be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

12. **INSURANCE AND SECURITY:**

   1. The Contractor will insure at no charge to the Library, all materials against loss or damage from any cause from the time they are accepted by the Contractor’s agent until return delivery is complete. Each binding shipment is to be insured in the amount of $10,000 unless otherwise specified by the Library. The limit of liability for an item lost or destroyed shall be the sum that covers the cost of reordering, processing and binding the item, as well as the purchase price. The Contractor shall furnish the Library with a certificate of insurance to prove compliance with this requirement.

   2. Invoices for replacement copies of materials lost or damaged by the Contractor shall be forwarded to the Contractor for payment. Invoices for the Library’s costs to replace and handle these materials shall also be forwarded to the Contractor and shall be applied as credit to the Library’s account.

   3. In the event an irreplaceable item is damaged, lost or destroyed, the Library reserves the right to secure at the Contractor’s expense, an independent appraisal of the damage or loss sustained. The Contractor shall reimburse the Library in full for damage to or fair market value of the item.
13. **ADDITIONAL CERTIFICATIONS:** Contractor hereby certifies his/her compliance with the following:

2. Virginia General Assembly Conflict of Interests Act.

14. **PAYMENT TERMS:** 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.
VIII. OFFEROR DATA SHEET

TO BE COMPLETED BY VENDOR:

1. QUALIFICATION OF OFFERORS: The Offeror 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

3. REFERENCES: Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and telephone number of the person the Agency has your permission to contact.

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IX. **INSTRUCTIONS TO OFFERORS:**

In order to validate a proposal, the following Sections of this Request for Proposal must be completed by the offeror and returned to Longwood University.

A. The complete number of copies of the Request For Proposals requested, completed and signed.

B. Offeror Data Sheet must be completed.

C. If there are any questions or clarifications of any aspect of this RFP, please fax the request to Materiel Management Office, fax number 434-395-2246 on the form attached. Phone calls will not be accepted.

Proposals shall be clearly marked on the outside of the packaging using the label provided or according to the instructions in the Special Terms and Conditions, #7.
X. PRE-PROPOSAL QUESTION FORM

Project: Binding Services
Longwood University
Farmville, Virginia 23909

Attn: Jane Crawley, CPPB, VCO
Buyer Senior
217 Bristow Building
Longwood University
Ph. (434) 395-2094 Fax (434) 395-2246

The following questions are against RFP #214-05-Binding.

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All questions must be received by March 11, 2005 5:00 pm. All responses to questions will be made by an Addendum.

Question(s) submitted by:

Name
Company

Phone# Fax#