INVITATION FOR BIDS (IFB)

Issue Date: May 20, 2003

Title: Mailing Services

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

(*Renewable - See Renewal of Contract Section in Special Terms and Conditions)

SEALED BIDS Will Be Received Until: 2:00 p.m. local time June 20, 2003 at 2:00 pm For Furnishing The Services Described Herein And Then Opened In Public.

All Inquiries For Information Should Be Directed To: James E. Simpson, CPPB, VCO, Director Materiel Management (434) 395-2093.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.
IF BIDS ARE HAND DELIVERED, DELIVER TO: MATERIEL MANAGEMENT OFFICE, LONGWOOD UNIVERSITY, BRISTOW BUILDING, ROOM #218, FARMVILLE, VIRGINIA 23909

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees to Furnish the Services at the Price(s) Indicated in Section V, Pricing Schedule.

Name And Address of Firm:

Date:_______________________

By:__________________________

Signature in Ink

Name:________________________

Please Print or Type

Title:________________________

Telephone No: (____)

Fax No: (____)

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.

I. Purpose: The intent and purpose of this Invitation for Bids (IFB) is to enter into a
contract with one qualified contractor to provide mailing services and mailing list data processing and analyses for the Admissions Office at Longwood University, an agency of the Commonwealth of Virginia. Contractor shall be located within a 100 mile radius of Longwood University because of "on demand" pick-ups and deliveries of materials to contractor to be used for the packet mailings which must meet necessary deadlines.

II. Scope of Work: The contractor shall furnish all labor and equipment required to print letters, affix postage, label, seal, fold, cut, insert, sort, bag and mail Admissions literature specified herein and referred to as Mailing Material (except that indicated below in “A”). The contractor shall have equipment and capability to manipulate and analyze data supplied on tape, diskette, or other electronic formats.

A. The Admissions Office will provide:
   - Cheshire, pressure sensitive (gummed) labels, magnetic tape or other electronic formats and all pieces necessary for the mailing.

B. Contractor shall be responsible for pickup of all mailing materials within twenty-four (24) hours following notification by the Admissions Office, except when the Admissions Office, at its sole option, determines that delivery by the Admissions Office or the printer is more advantageous to the Admissions Office. Upon such delivery by the Admissions Office or printer, the Contractor shall be responsible for unloading the materials at the time of delivery.

C. Contractor shall perform data conversions, merges, purges, formatting label, mailers, envelopes, print letters, stuff inserts, meter if necessary, bar code, tie, bag and deliver to Post Office.

D. Contractor shall analyze, sort and bundle mail to take advantage of the lowest pre-sort bulk postage rates.

E. Contractor shall perform folding and nesting when required.

F. Contractor shall perform high-quality, high volume laser, ink-jet letter production based upon data and letter specifications provided by the Admissions Office.

G. Contractor shall deliver to the bulk mail room of the applicable United States Post Office in Lynchburg or Farmville, Virginia, depending upon Permit #, all materials to be mailed within three working days of receipt of mailing materials or according to mailing schedule furnished to the Contractor by the Admissions Office.

H. Contractor shall include postage due as part of the cost of the job should there be insufficient funds in the Admissions Office/University’s U.S. Post Office Accounts.
I. Contractor shall return all extra copies of mailing and/or unused materials to the Admissions Office upon completion of the job.

J. Contractor shall return all foreign addressed mail to the Admissions Office which will be mailed by Longwood University.

K. Contractor shall promptly notify the Admissions Office when/if additional enclosures are needed.

L. Contractor shall be fully liable for and shall replace to the Admissions Office’s satisfaction any items lost or damaged while in the Contractor's possession.

M. Longwood University reserves the right to use local programs, such as Southside Training, Employment and Placement Services, Inc. (STEPS, INC.) and the Virginia Industry for the Blind, for jobs requiring preparation (stuffing) of mail packets for in-office usage, small quantity mailings (under 1000 pieces), urgent mailings, international packet mailings, first-class and fourth-class mailings routinely performed by Longwood's mail service, etc.

N. Any postage affixed will be billed to Longwood University at actual cost. Certification of number of pieces mailed is required.
III. 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 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 Purchases and Supply (804) 786-3842.

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 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. 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, § 2.2-4343.1 E).

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
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 AND RFPs**

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.

2. **(For 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 (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.

K. **PRECEDECE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

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

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

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

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 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.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

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 foregoing 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:

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
</tr>
</thead>
<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, Optometrists, Nurses, Pharmacists, Doctors, etc.)</td>
<td>$1,600,000 per occurrence, $3,000,000 aggregate (Increased limit effective August 1, 1999)</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>
</tbody>
</table>
U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the Longwood University Posting Board 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, or disability or against faith-based organizations. 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](http://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.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

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.

c. **Ariba Commerce Services Network Registration.** The Ariba Commerce Services Network (ACSN)
registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

IV. SPECIAL TERMS AND CONDITIONS

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such services to Longwood University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B. **AUDIT:** The Contractor hereby agrees to 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.

C. **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.

D. **AWARD OF CONTRACT:**

**FOR INVITATIONS TO BID:**

Awards are made to the lowest responsive and responsible Bidders. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

E. **BID ACCEPTANCE PERIOD:** Any bid resulting from this solicitation shall be valid for 60 days. At the end of the 60 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. Any bid on which the bidder shortens the acceptance period may be rejected.

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 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.

G. **EXTENSION OF CONTRACT:** At the sole discretion of the Commonwealth, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be extended upon mutual agreement for a period of four one year renewals.

H. **IDENTIFICATION OF BID 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:
Name of Bidder                  Due Date   Time
________________
Street or Box Number         IFB No..
Mailing Services
City, State, Zip Code                IFB Title

Name of Purchase Officer James E. Simpson, CPPB, VCO

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

I. QUALIFICATIONS OF BIDDERS: BIDDERS ARE REQUESTED TO COMPLETE AND RETURN THEIR BID, ALONG WITH CONTRACTOR DATA SHEET AND REQUESTED REFERENCES.

J. WORK SITE DAMAGES: Any damage, including damage to finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

K. METHOD OF PAYMENT: The Contractor shall invoice Longwood University at the bid rate arrived at through the bid process to:

Longwood University
Accounts Payable Office
Farmville, Virginia 23909

L. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

M. 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 subcontractor 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.

N. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

O. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during
installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.

P. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

Q. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor; any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

R. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

S. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
V. **Pricing Schedule**: The Bidder agrees to provide services in compliance with the scope of work and terms and conditions contained herein at firm fixed unit prices:

**LABELING; LABELS BY MACHINE**

1. Cheshire Labels $________ Per thousand
2. Gummed Labels $________ Per thousand
3. Laser printing from tape/disk/electronic File $________ Per thousand
   (Specify charges for different envelope sizes)

Newsletters $________ Per thousand
#10 Envelopes $________ Per thousand
Self-Mailers $________ Per thousand
Envelopes - 10" x 13" $________ Per thousand
Envelopes - Various sizes $________ Per thousand

**INSERTING BY HAND**

Two inserts into envelopes $______ Per thousand
Three inserts into envelope $______ Per thousand
Four inserts into envelope $______ Per thousand
Five inserts into envelope $______ Per thousand
(If charges are different for different sized envelopes, please specify.)

**INSERTING BY MACHINE**

One insert into envelope $______ Per thousand
Two inserts into envelope $______ Per thousand
Three inserts into #10 envelope $______ Per thousand
Four inserts into #10 envelope $______ Per thousand
Five inserts into 10" x 13" envelope $______ Per thousand
Six inserts into 10" x 13" envelope $______ Per thousand

**MATCHING LETTERS, CARDS, INSERTS** $______ Per thousand

**SEALING BY MACHINE**

#10 Envelopes $______ Per thousand
Envelopes - Various odd sizes $______ Per thousand
10"x13" Envelopes $______ Per thousand
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Charge Per Thousand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Mailers</td>
<td>$_________</td>
</tr>
<tr>
<td>STORAGE CHARGES (monthly, weekly, etc.)</td>
<td>$_________</td>
</tr>
<tr>
<td>TABBING</td>
<td>$_________</td>
</tr>
<tr>
<td>MACHINE FOLDING</td>
<td>$_________</td>
</tr>
<tr>
<td>CODE-1 - BAR CODING</td>
<td>$_________</td>
</tr>
<tr>
<td>CUTTING CHARGES (TRIM CUT, 3 CUTS HALF CUT, ETC.)</td>
<td>$_________</td>
</tr>
<tr>
<td>SORTING, TYING, BAGGING, TRAYING IN ZIP ORDER</td>
<td>$_________</td>
</tr>
<tr>
<td>#10 Envelopes</td>
<td>$_________</td>
</tr>
<tr>
<td>Self-Mailers</td>
<td>$_________</td>
</tr>
<tr>
<td>Newsletters</td>
<td>$_________</td>
</tr>
<tr>
<td>10”x13” Envelopes</td>
<td>$_________</td>
</tr>
<tr>
<td>Envelopes - Various odd sizes</td>
<td>$_________</td>
</tr>
<tr>
<td>Anything not in Zip Code order</td>
<td>$_________</td>
</tr>
<tr>
<td>OTHER</td>
<td>$_________</td>
</tr>
<tr>
<td>Application of “sticky note on inside letter”</td>
<td>$_________</td>
</tr>
<tr>
<td>(Hand charge)</td>
<td>$_________</td>
</tr>
<tr>
<td>(Machine charge)</td>
<td>$_________</td>
</tr>
<tr>
<td>Application of outside envelope stickers</td>
<td>$_________</td>
</tr>
<tr>
<td>(Hand charge)</td>
<td>$_________</td>
</tr>
<tr>
<td>(Machine charge)</td>
<td>$_________</td>
</tr>
<tr>
<td>Laser print(personalized) letters 8 ½”x11”</td>
<td>$_________</td>
</tr>
<tr>
<td>(Specific charges for other size paper)</td>
<td>$_________</td>
</tr>
<tr>
<td>Print signature in second color</td>
<td>$_________</td>
</tr>
<tr>
<td>Postage handling</td>
<td>$_________</td>
</tr>
<tr>
<td>Affixing live postage stamps</td>
<td>$_________</td>
</tr>
<tr>
<td>Printing postal indicia on envelope</td>
<td>$_________</td>
</tr>
<tr>
<td>Set-up charges</td>
<td>$_________</td>
</tr>
<tr>
<td>Post Office delivery charges</td>
<td>$_________</td>
</tr>
<tr>
<td>Data conversion charges</td>
<td>$_________</td>
</tr>
<tr>
<td>Formatting tapes, diskettes or electronic files for inkjet or laser</td>
<td>$_________</td>
</tr>
<tr>
<td>Printing</td>
<td>$_________</td>
</tr>
<tr>
<td>Pick-up and deliver charges to/from Farmville</td>
<td>$_________</td>
</tr>
<tr>
<td>Merge/Purge mailing list</td>
<td>$_________</td>
</tr>
</tbody>
</table>

14
Key Code different letter versions $_________ Per version
Presorting $_________ Per thousand

Other charges not listed above, please list:
**BIDDER - DO NOT FILL IN THE BLANK SPACES.** This example is only intended to illustrate the evaluation procedure to be utilized.

**VIEWBOOK PACKET**
Insert five pieces of mail into a 10"x13" envelope; third class; one initial mailing of approximately 10,000, weekly mailings for approximately 20 weeks of 200-500 each week. Seal, label, affix sticker, bar code, sort, bag, mail.

$_______________________

**STUDENT SEARCH MAILING**
Insert reply card and laser-printed letter with blue signature into a window envelope. Convert data from disk/tape for laser letters of different versions. Bar code, remove duplicates, presort, 3rd class, sort, tie, tray, merge/purge, fold letter, cut letter to size, live stamp and deliver to Post Office.

$_______________________

**CAMPUS VISIT INVITATION(Self-Mailer)**
One piece folded; set-up, convert data to inkjet address and bar code, merge/purge, label; prepare for third class mailing; approximately 10,000 pieces. Print indicia, fold, tab, sort, bag mail and deliver to Post Office.

$_______________________

**NEWSLETTER(Self mailer)**
11"x17" sheet to be folded twice, set-up, convert and format data to inkjet address and bar code, merge/purge, tab, sort(3rd class), tie, tray and deliver to Post Office.

$_______________________

**ACADEMIC DEPARTMENT PROSPECTIVE STUDENT CONTACT MAILING**
Insert up to three pieces into a 9"x12" envelope, prepare for third class mailing approximately 2,000 pieces. Set-up, convert data from disk/tape for laser letters with blue signature, inkjet address on outside envelope, merge/purge, bar code, pre-sort 3rd class, sort, tie, tray, and deliver to Post Office.

$_______________________

**OVERSIZE MARKETING POST CARDS**
One piece, set-up, convert data to inkjet address and barcode, presort. 3rd class, sort, tie, tray and deliver to post office.

$_______________________
VI. CONTRACTOR DATA SHEET
TO BE COMPLETED BY BIDDER

1. **QUALIFICATION OF BIDDER:** The Bidders 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 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.

<table>
<thead>
<tr>
<th>CLIENT</th>
<th>ADDRESS</th>
<th>DATE OF SERVICE</th>
<th>PERSON TO CONTACT AND PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
VII. BID EVALUATION PROCEDURE

The Purchasing Office will make the award to one vendor who qualifies as the lowest responsive and responsible bidder. The low bidder will be determined by multiplying the estimated number of pieces for each mailing times the unit price per thousand, as bid, and adding the amounts together to arrive at a total sum. The monthly storage fee, if any, will be added to the total sum. The quantities stated in the pricing schedule are estimates based on the past history of mailings from Longwood University and are not a guarantee of actual quantities to be mailed, which may be more or less.
VIII. BIDDER SHALL LIST EQUIPMENT TO BE USED FOR THIS CONTRACT. PLEASE LIST ANY AND ALL EQUIPMENT AVAILABLE.

<table>
<thead>
<tr>
<th>Equipment 1</th>
<th>Equipment 2</th>
<th>Equipment 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>