



REQUEST FOR PROPOSALS RFP #2241025JC

Issue Date: February 13, 2008

Title: Stationery Products Term Contract: Virginia Commonwealth University (VCU) Business Cards, Letterhead Paper, Envelopes, Business and Appointment Cards, Note Cards and Pads, and Mailing Labels

Issuing And Using Agency: Virginia Commonwealth University
Attention: Jackie Colbert, C.P.M.
10 S 6th St., 2nd Floor
P.O. Box 980616
Richmond, Virginia 23298-0616

Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM local time on March 11, 2008 and then opened in public.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-0163, Fax: (804) 828-7837, Email: jcolbert@vcu.edu, VOICE TDD: (800) 828-1120

This solicitation & any addenda are posted on our website at: http://www.vcu.edu/procurement

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980616, RICHMOND, VA 23298-0616. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Virginia Commonwealth University, Department of Procurement and Payment, 10 S 6TH ST., 2nd Floor, Richmond, VA 23219. The RFP number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

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

NAME AND ADDRESS OF FIRM:

Form fields for firm information including Date, Signature, Name Typed, Title, Telephone, Toll free, FEI/FIN NO., DUNS NO., E-Mail Address, Fax Number, and Toll free.

Form fields for business status: MINORITY-OWNED BUSINESS, REGISTERED WITH eVA?, DMBE CERTIFIED, WOMEN-OWNED, SMALL BUSINESS, DMBE CERTIFICATION #.

PRE-PROPOSAL/CONFERENCE WILL BE HELD: An optional Pre-Proposal conference will be held on February 21, 2008 at 2:00 PM. See Section IX, Page 17, herein for more details.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a term contract through competitive negotiations for a stationery products solution to include Web-based ordering, printing and delivery for Virginia Commonwealth University (VCU or the University), an agency of the Commonwealth of Virginia.

The period of the contract will be for two (2) years from the contract award with the option to renew for three additional one-year periods.

Contract Participation: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by *only* the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at <http://www.ExploreVirginiaColleges.com/>. In addition, the lead-issuing *institution* may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. *The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract*. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide semi-annual usage reports for all VASCUPP members and public institutions accessing the Contract. Participating public *bodies* shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing *institution*. The lead-issuing *institution* shall not be held liable for any costs or damages incurred by any other participating public *body* as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the *lead-issuing institution* is not responsible for the acts or omissions of any VASCUPP member, or public *body* and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processes.

II. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

III. THE UNIVERSITY:

With nearly 32,000 students, Virginia Commonwealth University is the largest university in the state, offering more than 200 certificate, undergraduate, graduate and professional programs in 15 schools and one college. VCU is also home to one of the nation's leading academic medical centers and has received recognition from the Carnegie Foundation for its research activity and community engagement.

VCU ranks among the top 100 universities in the country in sponsored research, with more than \$211 million in sponsored programs during fiscal year 2006. Twenty-three of the university's graduate and professional programs are ranked among the best in the nation in *U.S. News & World Report's* "America's Best Graduate Schools." These include the number one ranked sculpture and nurse anesthesia programs.

VCU has a full-time instructional faculty of 1,888 -- many of them nationally and internationally recognized for excellence in the humanities, arts, sciences, engineering, education, social work, business and all of the health care professions. Dr. John B. Fenn, research professor in the department of chemistry and affiliate professor of chemical engineering, was one of three international scientists to be awarded the 2002 Nobel Prize in chemistry.

VCU Life Sciences is a university-wide discipline that builds upon the university's traditional scientific strengths in the biological and biomedical sciences, patient care, biomedical engineering and biotechnology. VCU Life Sciences is comprehensive in its involvement of all levels of students in the study of life sciences, from freshmen to students in the professional programs to Ph.D. candidates, and integrates diverse disciplines from all over the university, including the academic medical center as well as arts and humanities.

The Virginia Commonwealth University Medical Center stands alone as the only academic medical center in Central Virginia. The medical center includes the 780-bed MCV Hospitals and outpatient clinics, MCV Physicians -- a 600-physician-faculty group practice, and the health sciences schools of Virginia Commonwealth University. The VCU Medical Center offers state-of-the art care in more than 200 specialty areas, many of national and international note, including organ transplantation, head and spinal cord trauma, burn healing and cancer treatment. The VCU Medical Center is the site for the region's only Level I Trauma Center. As a leader in health care research, the VCU Medical Center offers patients the opportunity to choose to participate in programs that advance evolving treatment, such as those sponsored by the National Cancer Institute through VCU's Massey Cancer Center, Virginia's first NCI-designated cancer center.

VCU's nationally recognized theatre, music and dance programs offer more than 365 concerts, performances and recitals a year. The VCU Anderson Gallery showcases regional art as well as work by international artists.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the VCU School of Engineering and the Virginia BioTechnology Research Park. With the completion of the new Philip Morris Research and Technology Center in 2007, the Park is two-thirds developed and encompasses more than 1.2 million square feet of space in nine buildings that house more than 2,000 scientists, researchers,

engineers and technicians in fields that include drug development, medical diagnostics, biomedical engineering, forensics and environmental analysis.

VCU is an economic engine in the greater Richmond area. The university and its medical center have combined budgets of \$1.9 billion. Together, VCU and the VCU Medical Center are the largest-single employer in the Richmond area with about 11,500 full-time and 6,000 part-time employees. More than 60 percent of VCU's nearly 134,000 alumni also live and work in Virginia.

VCU's 16 varsity sports teams compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA tournaments in basketball, baseball, golf, men's soccer and men's and women's tennis.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in state procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

IV. BACKGROUND:

A. Stationery Products

Virginia Commonwealth University takes great pride in the presentation of its image to the public. VCU requires the utmost professionalism and excellent quality in the printing of its stationery products, including letterhead, envelopes, business cards, appointment cards, note cards, note pads and mailing labels.

This contract will be administered by VCU Creative Services as part of their mission of supporting the university branding initiative.

The Contractor shall support the University branding initiative by printing of VCU and Virginia Commonwealth University Health System (VCUHS) stationery products for the contract period. The University will control prices and delivery specifications of these stationery products through firm terms negotiated with the Contractor. As specified by current VCU policy, all University Departments will purchase stationary products from the Contractor, with a very few exceptions, which must first be approved by VCU Creative Services.

The University will provide templates and specification sheets for each stationery product detailing layout, paper usage and ink color. Strict adherence to the specifications is required. The University may modify the requirements at any time and changes shall require the immediate modification by the Contractor.

V. STATEMENT OF NEEDS:

A. General Needs

1. Business Requirements

- a. **Customer Service.** The level of customer service offered in the Contractor's solution should be of the highest quality to meet the requirements of the University. Any stationery job deemed unsatisfactory by the University shall be reprinted at no cost to the University.
- b. **Quality Control.** The level of quality control must remain very high. Each job should be inspected prior to delivery. The Contractor should provide a quality level consistent with the definitions listed in Special Terms and Conditions, Item M., Quality Printing Criteria **Class 1 – Excellent Quality Printing.**
- c. Order entry and tracking processes should include the following features:
 - (1) All stationery products should be available for ordering via the World Wide Web. The Contractor shall also accept manual orders that do not fit online templates in the form of high resolution portable document files (PDFs) provided by VCU Creative Services.
 - (2) The system utilized should provide an online audit review (proof) of each stationery item ordered for approval by the department representative placing the order and again by the University VCU Creative Services Department such that the order may be modified to meet graphic and stylistic standards if necessary and then released by VCU Creative Services to the Contractor's press operations for printing.
 - (3) The work order should be trackable in real time by VCU Creative Services from the point of order entry by the department throughout the approval and printing process including final shipping / delivery confirmation.
 - (4) The system must provide printable receipts (to include job number, product ordered, final cost and date ordered) for departmental representatives during the online ordering process for reconciliation purposes.
- d. **Contract Manager.** The Contractor should provide an experienced Contract Manager with University or related-environment experience to centrally manage and be responsible for the overall operation. The Contract Manager shall be the single key contact with the University Contract Administrator. The University reserves the right to request the

Contractor to reassign the Contract Manager to other accounts within the Contractor's operation and assign another Contract Manager approved by the University.

- e. Students. The Contractor should and is encouraged to employ VCU students wherever possible to effectively execute the contract. The Contractor shall incur all costs associated with hiring, employment, and training of these student employees. All FICA, Workmen's Compensation and other employment-related expenses shall be borne by the Contractor.
- f. Materials Ownership. All artwork, camera-ready copy, computer discs, negatives, dies, photos, and similar materials used to produce a work order request shall become the property of the University. Any furnished materials shall remain the property of the University.
- g. Stationery Graphic Development Software. The University utilizes Adobe InDesign for its stationery graphic design and pre-press documents. The Contractor should use Adobe InDesign or mirror the accuracy and measurements of this software in its applications.
- h. Online Order Entry Access. The Contractor should provide a Web service or similar method where a specially crafted URL can be used to register and authenticate users.

VCU users will authenticate on a Web site hosted at VCU, which is a requirement of VCU Technology Services. This site will then redirect users via a dynamically created URL to the Contractor's online ordering system. VCU will work with the contractor to develop the login site which is hosted at VCU.

The VCU user should NOT be required to enter any personal information on the Contractor's site. The user name, phone number and other necessary information may be passed from the VCU login site, if necessary.

The login and other parameters should be passed using a secure https connection.

The Contractor should maintain adequate controls to safeguard the order entry system from potential non-authorized users. The University will not pay the Contractor for any work completed for non-authorized users.

2. Training and Administrative Support Needs

- a. The Contractor shall conduct training sessions for staff on each campus to educate University and Health System Departments regarding use of the online Internet order entry software and other order entry methodologies. Contractor should coordinate training times, training

locations and communication materials with the Contractor Administrator or designee.

- b. The University may require follow-up online order system training sessions during the term of this contract to train new users at no cost to the University.
- c. The University may request individual online order entry training at department locations at no cost to the University.

3. Use of Technology Needs

The Contractor should present in the master plan the equipment and process whereby the University can utilize its computer and networking capabilities to the best advantage as an integral part of any online Internet order entry software for stationery products offered.

4. Financial Information and Reporting Flow Needs

- a. The Contractor should meet monthly, or upon request, with the University Contract Administrator and/or designee to review data on daily operations of quality, service, usage, customer complaints, invoice processing, and revenue figures for the period, and other issues deemed necessary by the University and/or the Contractor. The Contractor shall present a year-end review based upon the University's operating calendar (July 1 through June 30) to University representatives (VCU Creative Services, University Purchasing, etc.) that outlines contract achievements.
- b. The Contractor shall accept the University Corporate Purchasing Credit Card as a payment option. If the University or VCU Health System change charge card companies, the Contractor shall accept the new charge card. The current credit card is a GE Master Card Corporate Purchasing Card.
- c. The Contractor shall accept University purchase orders and submit invoices to VCU Accounts Payable for payment.
- d. The Contractor shall accept VCUHS Lawson accounting unit codes and provide electronic billing data such that charges may be centrally processed for VCUHS and MCV Physicians.
- e. The Contractor shall not use University Mail Services as a centralized receiver and deliverer of stationery product orders unless the University and Mail Services Contractor agree in advance to written terms that facilitate such to occur. The final responsibility for timely delivery of stationery products to end user departments shall rest with the Contractor.

- f. The Contractor shall pay to the University a minimum annual royalty in the amount of \$16,285.50 in monthly installments of \$1,357.13. Payments will be due on the 15th of each month after the contract is awarded. Should additional royalties based upon a Contractor offered formula be due the University, the additional amount will be due by July 15 of the subsequent fiscal year. Any such additional royalties shall be calculated based upon the total of all sales (revenues) paid under this contract.
- g. The University reserves the right to increase the minimum annual royalty guarantee by the increase percentage of the CPI Bureau of Labor Statistics for the latest 12 period available using the Services category or a minimum of 3%. The election of the annual royalty increase methodology to be used will be determined at the sole discretion of the University. The University may also elect not to increase the base royalty amount through either the CPI or minimum 3% methodology at the university's sole discretion for any contract year.

B. Stationery Products

1. General Requirements

The Contractor shall acknowledge adherence to printing of stationery products in accordance with color, fonts, elements, nomenclature and graphic standards as provided in template specifications.

All stationary products shall be printed using black only or black plus a custom spot color that is made to match PMS 130C. The custom spot color, the "VCU Mix," is made up of 1.1% warm red, 2.2% rubin red and 96.7% process yellow and must be purchased from an ink company or made using a commercial ink mixing station. CMYK, or 4-color process, builds on press are not acceptable and should never be used to try and mimic the custom color. An official ink draw down must be approved every three months by VCU Creative Services and samples of stationery products should be sent on a continuing basis to VCU Creative Services to check accuracy.

The Contractor's order entry Website shall be fully functional with the following minimal versions of Internet browser for both PC and Mac: Netscape version 7, Mozilla version 1.7, Firefox version 1.0., and Internet Explorer version 6.0 for the PC.

- 2. Products – See Appendix A. No paper substitution shall be acceptable without advance written request and written authorization of the University's Contract Administrator.

C. Procurement Process Requirements

- 1. If the Contractor that receives the contract award can qualify as a small, minority and/or woman-owned business, the company is required to become certified and maintain certification through the Virginia Department of Minority

Business Enterprise (DMBE; <http://www.dmb.e.state.va.us/vendors.html>) as part of the contract terms and conditions.

2. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department, as amended by any addenda, is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the VCU Purchasing Department.

VI. REPORTING AND DELIVERY REQUIREMENTS:

A. REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

Unless the Contractor is a DMBE certified small business, the contractor shall submit quarterly reports on the involvement of Department of Minority Business Enterprises (DMBE) certified SWAM Businesses. The report will specify the actual dollars contracted to be spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Department of Procurement and Payment
Attn: Ms. Sarah O'Neill
10 S 6th St, POB 980616
Richmond, VA 23298-0616

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP. One (1) original and three (3) copies** of the proposal must be submitted to the issuing Purchasing Agency. **In addition, the Offeror shall submit with the hard copies of the proposal an electronic copy of the proposal on a CD or disk.** No other distribution of the proposal shall be made by the Offeror.

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must 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.

All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.

- 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 the RFP requirements are specifically addressed.
- d. 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.

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 Section 2.2-4342 F. of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. **The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g. Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc... . 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 and return 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 State 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 State 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 REQUIREMENTS:

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

Format of Response: Provide specific responses to each item listed below: All responses should be identified according to the numbering scheme provided, with each response given its appropriate number. Attachments should be numbered in the upper right corner with the requirement number to which the attachment applies. Any references to attachments (brochures, samples, etc.) should give the specific page number(s) of a multipage attachment where the response to the specific requirement is given (e.g. IV.A.2.: see pages 19-21 of the brochure "Best Rates.")

1. Return the entire RFP, cover sheet, and all addenda acknowledgments, if any, signed and filled out as required.
2. Use of the words "shall" or "must" in the Statement of Needs, Section V indicates mandatory requirements. Offerors should respond to each item in Section IV. Offerors shall distinctly identify and acknowledge which items they will undertake as mandatory requirements.
3. Describe the scope of proposed services and the approach used to deliver these services. Operation Plans should comprehensively depict all facets of

the proposed operations to ensure the highest level of customer services and support services relating to the proposed solution. The approach should address but not be limited to the following Items VII.B.3 –10:

- a. Procedures - Describe your internal operating procedures as they relate to providing the requisite services. Specifically address proposed operating and accounting procedures to safeguard and account for collection of revenues.
 - b. Quality Customer Service - Describe how service orientation and culture will be developed through training programs, and other customer focused development initiatives. Describe your firm's standards of customer service.
 - c. Marketing Program – Provide a Marketing Plan. Describe marketing efforts that shall be implemented and maintained throughout the contract duration to ensure overall program success.
4. Fully detail and enumerate how excellent quality and customer services shall be provided to include, but not be limited to, the following desired services and turn-around time frames:
- a. Address the proposed use of technology and equipment. Specify the type of equipment that shall be utilized to produce the stationery products.
 - b. The Offeror should address utilization of application software with emphasis on proposed integration into the University's fully networked computing environment and World Wide Web (www) functionality. The University may at its sole discretion request demonstrations of software applications.
 - c. Describe how immediate reproduction of materials shall be processed, if requested.
 - d. Propose turn-around time frames from online approval to delivery for all stationery products.
 - e. Explain how pick-up and delivery services shall be provided. Fully describe delivery methods included in the proposed solution (to include packing slips) and provide the pricing associated with those methods in the Pricing Schedule.
 - f. Please address how confidentiality of materials and information provided in the order entry and record retention processes shall be safeguarded.
 - g. Describe capabilities to accept credit cards (American Express, MasterCard, Visa and others beyond those required in this procurement.)

- h. Describe any proposed departmental charge-back accounting methodologies and systems. Explain how any departmental charge-back process integrates with the proposed invoicing process so the information is consistent to enable a smooth payment process.
 - i. Acknowledge ability to provide reports and documentation, with associated time frames, as required in the Statement of Needs.
 - j. Describe the proposed procedure by which the Contract Administrator or his/her designee may reach a responsible company representative 24 hours per day.
- 5. Use of Technology –Identify technologies available to meet the following basic business requirements in a network environment. Note that the University may at its sole discretion request demonstrations of software applications employed.
 - a. Departmental online order entry and receiving. Describe any proposed online order entry system and procedure for initial and re-ordering of stationery products to include consideration of ordering via the World Wide Web.
 - b. Work order scheduling
 - c. Work order tracking
 - d. Work costing
 - e. Centralized billing (including departmental charge-back and invoicing process)
 - f. Use of credit card payment
 - g. Inventory Management
- 6. Surveys –Propose a methodology to conduct surveys and determine levels of customer satisfaction. The University suggests utilization of the VCU Survey Research Lab.
- 7. Stationery Order Training - Present a detailed training plan to include utilization of proposed technology solutions to educate departments regarding ordering of stationery products.
- 8. Implementation Plan – Include an Implementation Plan that allows for the smoothest possible transition from the existing contract to the newly awarded contract. Include information about the lead-time required to provide the services offered.

9. Stationery Examples – Provide examples of all stationery products utilizing all of the graphic standards included in this solicitation for the University’s review to exemplify the quality of such products to be provided.
10. Minimum Annual Royalty Guarantee – Provide a royalty structure that allows for additional royalties to be earned by the University beyond the required minimum annual royalty amount as stated in Request for Proposals Section V.4.f. All Sales shall be recorded as revenues to include but not be limited to credit card, departmental charges, etc., and Total Sales (revenues) shall be used to compute royalties.
11. Describe experience of supervisory and management staff.
 - a. Address the administrative and personnel supervision capabilities to include the structure necessary to uphold established schedules and standards of service and ensure contracts compliance. Provide details for program supervision for each service that is proposed.
 - b. Provide company officer and proposed manager(s) candidates background statements (resumes).
 - c. Provide a clear and understandable company and support staff organizational chart.
12. Describe firm's experience in providing similar services. Information provided should include, but is not limited to, experience in similar accounts, including types of projects, scope of services, name, address, and current phone number of contracts. The Contractor should provide a listing of five (5) references from large corporations and/or universities that utilize the contractor to provide stationery products and provide a listing of five (5) references that the Contractor provides stationery products that utilize website order entry software.
13. Provide company Securities and Exchange (SEC) reports (10 Q and 10 K) and Financial Statements/Balance Sheets for the last two years of operations. If SEC reports are not filed, include Litigation Record for prior, current, and pending matters in addition to Financial Statements/Balance Sheets for the last two years of operations. Similar data is requested for subcontractors, if applicable.
14. Describe any special resources or skills to be provided which are not addressed in this RFP, and identify advantages that would be realized.
15. Price to provide the required services.
 - a. Complete the Pricing Schedule to include Section XIII and Appendix B - Microsoft Excel spreadsheet. A single price shall be offered to be inclusive and facilitate all online order entry processes and any other ordering processes. Include any regular freight charges in the stationery prices offered. Express freight charges are to be separately

- quoted and able to be charged to the end user department per individual stationery order. Fully describe the methodology to determine the cost of express freight charges.
- b. Exception Orders: Orders deviating from the specified stationery standards must be approved by University's VCU Creative Services Department. In the event said deviations preclude the Contractor's use of stationery online templates, said order will be submitted by VCU Creative Services to the Contractor through high resolution portable document files for printing. The Contractor may include in proposal submission a separate flat fee price for these exceptions, which will be invoiced as a separate line item.
 - c. Your company may include in the proposal a separate pricing methodology for rush orders (24 hour or less turnaround). Rush charges are to be separately quoted and able to be charged to the end user department per individual stationery order.
 - d. Provide an odd lot pricing methodology formula.
 - e. Fully describe any other charges for the services not already addressed.
16. Small, Women-Owned and Minority-Owned Business commitment for utilization. The Offeror must submit complete information. (See Appendix D.)
- a. The Offeror must submit complete information unless the Offeror is a DMBE certified small business. DMBE certified small businesses must include their certification number on the coversheet of this RFP and are not required to complete Appendix D.

VIII. EVALUATION AND AWARD CRITERIA

- A. EVALUATION CRITERIA: "Proposals will be evaluated by Virginia Commonwealth University using the following criteria:"
- 1. Expertise and experience of firm and personnel in providing similar services
 - 2. Approach to providing the overall services
 - 3. Price.
 - 4. Commitment for utilization of Small, Women-Owned and Minority Businesses.

Scoring relative to this criterion will be assigned as follows:

- 1. The highest percentage commitment shall be scored the maximum number of allocated points. All DMBE certified small businesses are considered to have a 100% commitment and will receive the maximum number of points.

2. The commitment percentage for the other Offerors is then divided by the highest Offeror's percentage. The quotient is then multiplied by the points allocated for SWAM utilization to determine the point allocation.

For example: If the point allocation is 15 points, all DMBE certified small businesses would receive 15 points for this criterion. If a non-small firm had a 25% small business subcontracting commitment, that firm would receive 3.75 points. (25 divided by 100 = .25 x 15 points = 3.75).

- 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 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 offer, 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 reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359 D., *Code of Virginia*.) 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.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.vcu.edu/procurement> and are available in the lobby of Procurement and Payment at 10 S 6th Street, Richmond, VA during normal business hours.

IX. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on February 21, 2008 at 2:00 PM in University Purchasing which is located at 10 S. 6th Street, Richmond, VA 23219. The purpose of the conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. **Please bring a copy of this solicitation with you.**

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

X. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at

<http://www.vcu.edu/procurement> or a copy can be obtained by calling University Purchasing at (804) 828-1077.

- B. APPLICABLE LAW 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 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 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).

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. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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 proposals, Offerors certify that their 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 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 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 proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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: 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 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. PRECEDENCE 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 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 shall 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 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 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 one 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's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or 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 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 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. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. TRANSPORTATION AND PACKAGING: By submitting their 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 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 proposal under this solicitation, the 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 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 coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.vcu.edu/procurement> and in the lobby of Procurement and Payment at 10 S 6th St., Richmond, VA during normal business hours 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 violation of such prohibition: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace: and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, 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.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Vendors are strongly encouraged to register prior to submitting a bid or offer. Firms will be required to register in eVA prior to award.
1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all the benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.

- b. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order

XI. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth 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 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.
- 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. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- E. **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item during the contract period.
- 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 sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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. **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:
 - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - 2. 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.

- H. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

FROM: _____

_____	_____	_____
Name of Offeror	Due Date	Time
_____		_____
Street or Box Number		RFP No.
_____		_____
City, State, Zip Code + 4		RFP Title

Name of Contract/Purchase Officer or Buyer:

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

If a proposal not contained in the special envelope is mailed, 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 proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- I. **LATE PROPOSALS:** To be considered for selection, proposals must be received by 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.
- J. **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.
- K. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors

who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

L. PRINTING:

1. **PRINTING RAST:** Proposals for printing will be rejected when the additional per thousand cost, run at the same time (R.A.S.T.) equals or exceeds the base lot per thousand price quoted and/or incremental unit cost. On proposals for multiple part forms and envelopes, the additional per thousand price (R.A.S.T.) shall not exceed the base lot per thousand price quoted and/or incremental unit cost.
2. **ACCEPTABLE MILL BRANDS:** Only those papers listed in the latest edition of The Competitive Grade Finder Directory fine paper directory book, will be considered as equal.
3. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
4. **PRINTING PICKUPS/DELIVERIES:** Contractor shall be responsible for all pickups and deliveries of all materials.
5. **QUALITY COLOR PRINTING:** Contractor shall analyze each four-color subject and make separations individually. Contractor shall allow for color correction, dot etching, etc., in order to achieve top-quality production from each separation made.

M. PRINTING DEFINITIONS:

1. **CLASS 1 - CRITICAL QUALITY PRINTING:** This class shall be used for four-color process printing where critical color matches are necessary or where engraved and/or embossed invitations are required. Typical examples: matching artists' original paintings or sculptures, or product colors so that they represent true colors or materials used in creating the original are accurately represented, and reproduction of medical slides where true color may be critical. This is a step above "pleasing colors". Finishing and bindery operations shall be of this same critical quality.
2. **CLASS 1 - EXCELLENT QUALITY PRINTING:** This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as A Class 1.~ Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally half-tones or screen tints will require 133,

150, or 200 line screens. There is to be large reverse areas, and/or large solid areas where good even ink coverage is necessary. Because of the overall design, very accurate registration is required. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery operations shall be of the same excellent quality.

3. **CLASS 2 - GOOD QUALITY PRINTING:** This class shall be used for the majority of black and white or one color jobs where no critical registration is required or when no colors overprint. Multiple color jobs may be classified as "Class 2." Original copy is uniform and may have medium lines and drawings, medium-sized halftones and screens, medium-sized reverses and solid areas. Normally halftones and screen tints would be produced with 120 or 133 lines screens. Metallic inks and process work are not generally included in the class. Normally metal plates and negatives are required. No cut lines or spots are acceptable. Finishing and bindery operations shall be of the same good quality.
 4. **CLASS 3 - MEDIUM QUALITY PRINTING:** This class denotes the least expensive kind of printing and shall be used for short-run reproduction duplicator-type work where electrostatic or other direct plate methods are acceptable. Original copy is usually type written and may have coarse lines, drawings, and small reverses or solid areas. Evenness of ink coverage is not required. Coarse screen halftones or coarse screens may be used. No color overprint each other and no metallic inks are used. Finishing and bindery operations would normally be simple stapling or punching.
- N. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- O. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for three (3) 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 should be provided approximately 60 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/ decreased by more than the percentage increase/decrease of the 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.

- P. **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 its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Q. **ELECTRONIC DATA INTERCHANGE:** University Purchasing has a great interest in utilizing Electronic Data Interchange (EDI) to improve efficiency of operation in the transmission of purchasing related information. Vendors are encouraged to provide a statement indicating their current EDI capabilities and/or future plans to establish/improve their EDI capabilities.
- R. **POLICY OF EQUAL EMPLOYMENT:** Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- S. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.
- Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.
- T. **ELECTRONIC COPIES OF PROPOSALS:** The Contractor is required to provide the VCU Department of Procurement and Payment with a copy of the Contractor's original proposal, and all subsequent correspondence (i.e. responses to requests for clarification and documents generated through the negotiation process) in an electronic format. The Contractor will not be required to include previously identified propriety information.
- U. **CONTRACT SUMMARY:** The Contractor must provide to the University within fourteen (14) days after award of contract, an electronic summary of the contract. All the main features of the contract, including pricing, must be summarized. The contract summary will provide information for authorized users that choose to access the contract.
- V. **GRAMM-LEACH-BLILEY ACT:** The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic

information is defined as social security numbers, or financial transactions, bank, credit and tax information.

- W. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- X. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

XII. METHOD OF PAYMENT:

The Contractor shall submit a fully itemized invoice that references the Virginia Commonwealth University purchase order number, material descriptions, quantities and unit prices. Payment will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation. Mail invoices

to: Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327.

XIII. PRICING SCHEDULE:

- A. The Offeror shall provide pricing for the Market Basket Orders in Section XIII.A. The unit prices must equal the unit prices for the same products in Appendix B.

Version 1	Unit Price
500 business cards	\$ _____
500 letter head (standard paper)	\$ _____
500 second sheets (standard paper)	\$ _____
500 #10 envelopes (standard paper)	\$ _____
500 9" x 12" Kraft Envelopes	\$ _____

Total Amount Version 1 Market Basket Order \$ _____

Version 2	
500 business cards	\$ _____
500 letter head (premium paper)	\$ _____
500 second sheets (premium paper)	\$ _____
500 #10 envelopes (premium paper)	\$ _____
500 9" x 12" Kraft Envelopes	\$ _____

Total Amount Version 2 Market Basket Order \$ _____

Total Version 1 and Version 2 Market Basket Order \$ _____

- B. Minimum Annual Royalty Guarantee \$ _____

- C. The Offeror shall provide pricing utilizing spreadsheet software Microsoft Excel on a CD or diskette for Appendix B and in hard copy.

- D. Pricing shall include inside delivery (e.g. freight, transportation) charges, F.O.B. Destination.

XIV. APPENDICES:

- A. Product Listing (*electronic Excel spreadsheet*)
- B. Pricing Schedule (*electronic Excel spreadsheet*)
- C. 2006 Order History with Office Max (*electronic Excel spreadsheet*)
- D. Commitment for the Utilization of Small Business, Women-Owned Business, Minority-Owned Business

APPENDIX A

Product Listing

APPENDIX B

Pricing Schedule

Stationery Pricing.xls –Complete yellow highlighted pricing columns on the electronic Excel attachment titled “**Stationery Pricing.xls**” to provide price offer information. Submit the information in both electronic and hard copy formats.

APPENDIX C

2006 History of Orders during OfficeMax Contract

The Values do not represent a commitment by the University for guaranteed volumes and are submitted as information to help guide the Offeror in development of their response.

APPENDIX D

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS

SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

DEFINITIONS

Small business is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program. For the purpose of the SWAM Program, the definition of small business enterprise shall be interpreted to include all certified women-owned and minority-owned businesses.

Women-owned business is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.

Minority-owned business is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

Minority Individual: "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

"Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.

"African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

"Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

"Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

"Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not DMBE certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses and/or Minority-Owned Businesses (SWAM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

List the names of the SWAM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO) or Minority-Owned (MO)

<u>Name of Businesses:</u>	<u>SB, WO or MO:</u>	<u>Role in contract:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Commitment for utilization of SWAM Businesses:

_____ % of total contract amount that will be performed by DMBE certified SWAM businesses.

Identify the individual responsible for submitting SWAM reporting information to VCU:

Name Printed: _____

Email: _____

Phone: _____

Offeror understands and acknowledges that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By (Signature): _____

Name Printed: _____

Title: _____

Email: _____

Note: Small, minority and/or woman-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.e.state.va.us/vendors.html>) to fulfill the Contractor's commitment for utilization. The Contractor shall be required to report only DMBE certified sub-contractors to fulfill the SWAM commitment.