

CONTRACT RFP #: 360194CM

Issue Date: March 19, 2001

Title: Book Binding and Conservation Services

Issuing And Using Agency: Virginia Commonwealth University

Attention: Carol McKinley, Senior Buyer

737 N 5th St, 1st Floor

POB 980616

Richmond, Virginia 23298-0616

Period of Contract: Two (2) Years with Three (3) Successive One (1) Year Renewal Options

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:	Date	
	By:	
Zip Code:	(Signature in Ink) Name:	
Telephone: ()	(Please Print) Title:	
FEI/FIN NO	Fax Number ()	
E-Mail Ad	dress:	
MINORITY-OWNED BUSINESS: () YES () NO	WOMEN-OWNED: ()YES()NO	

THIS SOLICITATION CONTAINS 46 PAGES

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to establish a term contract for two (2) years with three (3) successive one (1) year optional renewal periods, with a qualified source to provide book binding services to include the binding and rebinding of books, periodicals, and other printed material on an as needed basis for the VCU Libraries of Virginia Commonwealth University, herein after referred to as "VCU," an agency of the Commonwealth of Virginia. This procurement is a "cooperative procurement" conducted by the Colleges and Universities Cooperative Purchasing Group (CUCPG) which represents the Virginia Association of State College and University Purchasing Professionals (VASCUPP).

CUCPG Members Institutions

College of William and Mary George Mason University James Madison University Old Dominion University Radford University University of Virginia Virginia Commonwealth University Virginia Military Institute Virginia Polytechnic Institute & State University (Virginia Tech)

Contract Access and Administration. The contract(s) which is(are) awarded subsequent to this solicitation may be accessed by the lead college/university (institution issuing this solicitation) and any or all of the other member colleges/universities of the CUCPG.

Contract execution to include, but not limited to, award of contract, modification of contract, renewal of contract, and cancellation of contract shall be the exclusive responsibility of the lead college/university.

Contract administration to include, but not limited to, generation of purchase/service request, monitoring of contractor performance, administration of contractual claims, and payment of invoices shall be the sole responsibility of the respective user college/university.

Reporting. At the request of the lead institution, the Contractor will provide usage reports for all CUCPG Member Institutions accessing the contract. Usage reports will be broken down by each CUCPG Member Institution, followed by a breakdown on the goods/services purchased by each respective CUCPG Member Institution along with a total amount purchased for the requested period. CUCPG Member Institutions anticipate requiring such reports quarterly.

II. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use, requirements based 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:

Virginia Commonwealth University is supported by Virginia to serve the Richmond area, the state, and the nation through teaching, research, service, and patient care.

VCU combines comprehensive undergraduate, graduate, and professional programs with one of the largest academic health centers in the nation. With more than \$113 million in annual research funding, VCU is a Carnegie Research-I University, one of only three in Virginia to be ranked in the top category for higher education in the United States.

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More than 23,400 students pursue 153 degree and post-graduate certificate programs through the University's ten schools and one college. VCU has a full-time instructional faculty of more than 1,600 who are nationally and internationally recognized for excellence in the humanities, the arts, the sciences, engineering, education, social work, business, and all the health-care professions.

With an annual budget of more than \$1 billion and with more than 14,500 employees, VCU is a significant economic enterprise in the Richmond area. Two-thirds of VCU's more than 107,000 alumni also live and work in Virginia.

VCU is in progress with A Strategic Plan for the Future of Virginia Commonwealth University, a long-range planning initiative begun in 1993 and now in its second phase. The goal of the strategic plan is to enhance VCU's national stature as well as its contribution to the community, particularly through collaborative initiatives and partnerships.

One of the University's most important strategic collaborations is the School of Engineering, established with the academic, business, and governmental sectors of Virginia. VCU's engineering school was included in state incentives that attracted the microelectronics industry to Virginia and is becoming a center for bioengineering education and research.

VCU also is collaborating with academic, state and local government, and business leaders to develop the Virginia Biotechnology Research Park, which is serving as a catalyst for the biotechnology industry in Virginia. Located next to the Medical College of Virginia Campus, the Research Park will represent more than \$500 million in capital investment over 34 acres in downtown Richmond and provide employment for more than 3,000 researchers, scientists, engineers, and technicians.

More recently, the University has launched the life-sciences initiative for undergraduate and graduate education and research. Its centerpiece is the interdisciplinary Life Sciences Building, which will house the Departments of Biology, Biomedical Engineering, Chemistry, Mathematical Sciences, and Physics and the Center for Environmental Studies.

VCU's health-care mission includes MCV Hospitals, one of the most comprehensive teaching hospitals in the nation. MCV Hospitals and its satellite health-care facilities have been ranked for excellence by *U.S. News & World Report* and in *100 Hospitals—Benchmarks for Success.* MCV Hospitals is part of the VCU Health System, which includes the VCU School of Medicine, the Massey Cancer Center, and MCV Physicians.

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. Submission of a report of past efforts to utilize the services of such businesses and plans for involvement on this contract are required. 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.

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The VCU Libraries is a research library serving both the academic and medical campuses of Virginia Commonwealth University. Current volume count is approximately 1.5 million with active subscriptions for serials numbering over 18,000.

The binding of current periodical titles and paperback monographs and the rebinding of damaged items is centralized in the Preservation Department of the Network and Technical Services Division. Following are the estimated numbers of volumes that will be bound in 2000/2001:

Standard periodicals	9,000
Custom periodicals	1,000
Standard monographs	1,000
Recases	2,000
Economy monographs	8,000
Phase boxes	200
Theses/Dissertations	2,000
Pamphlets	200

IV. STATEMENT OF NEEDS:

The Contractor will provide a full range of binding products and services, including but not limited to:

- standard and economy book binding;
- standard and custom periodical binding
- thesis/dissertation binding
- all the methods of leaf attachment outlined in the latest edition of <u>American National Standards Institute (ANSI) / National Institute for Standards Organization (NISO) / Library Binding Institute (LBI) Standard for Library Binding</u>, 9th edition, 2000
- recasing and protective enclosures

A. PRODUCT/SERVICE REQUIREMENTS:

1. GENERAL:

The Contractor will provide a range of preservation services, including but not limited to: binding, rounding and backing, repairs and conservation.

2. SUBCONTRACTING:

The Contractor's personnel will perform all binding, repair work, and conservation at the bindery. No part of the work will be subcontracted.

3. PICKUP/DELIVERY:

(a) <u>Location</u>: The Contractor will provide pickup/delivery service at the Contractor's sole expense. Pickups and deliveries will be made at the Preservation Department, Room 231, in James Branch Cabell Library.

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(b) <u>Frequency</u>: The Contractor will make regularly scheduled pickup/deliveries no less than every fourteen (14) calendar days. All volumes will be bound and returned to VCU within fourteen (14) calendar days of the date of pickup.

- (c) <u>Schedule</u>: The Contractor will provide VCU with a schedule of the coming year's pickup/deliveries by December 1st of the preceding year, in coordination with VCU's holiday schedule. The Contractor will not alter the frequency, dates of pickup/deliveries and/or the turnaround time without coordinating with VCU; and will provide at least thirty (30) calendar days notice before the proposed change is to become effective. Deliveries will occur between 8:00 A.M. and 4:30 P.M. on weekdays. The Contractor will not hold any volumes for any reason from shipment delivery.
- (d) <u>Return</u>: All shipments will be returned to VCU complete. The Contractor will return bound materials in the same lots in which the materials were sent by VCU. Each carton will be clearly marked with the lot name and the number of items in each carton.
 - Incomplete shipments will be documented on the invoice by indicating the number of volumes not returned, along with their titles and volume/date designations. The volumes not returned on schedule will be sent to VCU via UPS, or the Contractor's own carrier as soon as they are bound, at the Contractor's sole expense.
- (e) <u>Exceptions</u>: Certain lots or types of materials are excepted from the fourteen (14) calendar day return requirement. During the initial contract period, the excepted items include protective enclosures and special attention items.
- (f) <u>Packing</u>: The Contractor will pack materials for shipment to VCU in the lots defined by VCU for each shipment.
- (g) <u>Packing Cartons</u>: The Contractor will provide, at the Contractor's sole expense, sturdy cartons for packing materials for items to be sent to and from the bindery.
- (h) <u>Wrapping Devices</u>: The Contractor will return or provide, at the Contractor's sole expense, all rubber bands and cotton pull strings with the shipment in an envelope.
- (i) <u>Late Delivery</u>: If the Contractor cannot deliver on the scheduled day before 4:30 p.m., the Contractor will notify VCU at least twenty-four (24) hours in advance.
- (j) Penalty for Late Return: The Contractor will credit VCU's account five dollars (\$5) per calendar week for each overdue item with a maximum ten dollar (\$10) penalty per item.

4. LOST OR DAMAGED VOLUMES:

- (a) <u>Lost Declaration</u>: Items not returned fourteen (14) days beyond the fourteen (14) calendar day frequency schedule will be considered lost.
- (b) Replacement: The Contractor will credit VCU with the total replacement cost for a volume lost or irreparably damaged by the Contractor. The total replacement cost will be determined by: (1) the actual price paid by VCU for a replacement volume, or the appraised value of an irreplaceable volume, plus; (2) the processing fee for the searching, acquisition, cataloging, and binding of the volume. VCU will annually determine the processing fee per volume and notify the Contractor in advance. For the initial contract period, the processing fee will be \$35.00. Requests for credit will be

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documented in writing (i.e. a credit memo). A credit memo will be received by VCU within four (4) weeks of request.

(c) <u>Irreplaceable Items</u>: If an irreplaceable volume is damaged or lost, VCU reserves the right to secure an independent appraisal, at the Contractor's sole expense.

5. ERRORS:

- (a) Quality Control: No more than three (3%) percent of the volumes bound in any three (3) month period will be incorrectly bound, as determined by VCU's quality control procedures (refer to Attachment C). Incorrect bindings may include, but are not limited to the following: improperly stamped spine information attributable to the Contractor, improper choice of leaf attachment and end sheet construction, poor workmanship, and not following special instructions. VCU reserves the option of correcting errors inhouse. VCU will track and report errors monthly to the bindery representative.
- (b) <u>Corrections</u>: Errors made by the Contractor will be corrected without additional charge to VCU.
- (c) Return of Corrected Items: Corrected volumes will be returned to VCU, at the Contractor's sole expense, within fourteen (14) calendar days of the date of pickup.
- (d) <u>Irreparable Items</u>: Volumes with errors that cannot be corrected without permanently damaging the volume or without making the volume unbindable will be handled as a replacement according to the terms in section A.2.b. (<u>Replacement</u>) of this RFP.

6. COMPUTER SERVICES:

- (a) <u>Automated Preparation System</u>: The Contractor will provide VCU with an automated binding preparation system for maintaining VCU's binding database of serial and set titles, and for creating binding instruction records. This database will include a complete set of VCU's current serial titles. The Contractor will provide the networked software, training and documentation for implementing the system.
- (b) Property of Database: The database records will be the property of VCU.
- (c) <u>Data Storage</u>: The Contractor will provide all necessary storage to accommodate all titles on the database and the number of volume records in the history files.
- (d) <u>Separate Databases</u>: The Contractor's system will have the capability of storing separate databases for each VCU library branch (James Branch Cabell Library and Tompkins-McCaw Library).
- (e) <u>Network</u>: The Contractor will provide binding preparation software that operates on VCU's local area network of workstations.
- (f) <u>Data Fields</u>: Each record on the binding database will include at least the following information. VCU will have the capability to edit fixed information, and to add and delete records.
 - 1. Title and author formatted as it will appear on the spine;
 - 2. Format of the volume/date designation. Any fixed element of the designation will

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appear on the record as it will be printed on the spine. If there is no fixed element, the type of designation will be indicated in some way, e.g, fixed part = VOL., no fixed part = (year);

- 3. Call number;
- 4. Library branch;
- 5. Binding frequency;
- 6. Foil color:
- 7. Buckram color;
- 8. Trim/no trim instructions;
- 9. Collation instructions:
- 10. Area for special instructions;
- 11. ISSN; ISBN;
- 12. Shipment number.
- (g) <u>Secondary Data Fields</u>: Each record on the binding database may include the following information. VCU will have the capability to edit fixed information, and to add and delete records.
 - 1. Library location, e.g., Reference, Special Collections, etc;
 - 2. Type of collation (standard or custom);
 - 3. OCLC number;
 - 4. Lot number;
 - 5. Item number:
 - 6. An area for library messages;
 - 7. 13 character local control number;
 - 8. Cost for binding that volume, to include such extra charges as those for excessive title length, excessive volume size, additional lines for imprint and call number, and sewing through the fold.
- (h) <u>Search Keys</u>: Records in the binding database will be accessible by a variety of search keys, including, but not limited to: full or short title, call number, ISSN, library branch and shipment number. Searches will yield reliable results within five (5) seconds.
- (i) <u>Database Backup</u>: The Contractor will maintain its own software, and at the Contractor's sole expense, a backup of VCU's database of serial and set titles. The backup will either be on a removable medium or stored on a separate physical device. The Contractor will provide a method to maintain the currency of this backup database.
- (j) <u>Maintenance of Database</u>: The Contractor will provide VCU with support and maintenance for the automated preparation system. Calls for assistance will be returned within one (1) working day and support and/or maintenance will be performed within twenty-four (24) hours during the work week.
- (k) <u>Binding Ticket Production</u>: VCU agrees to prepare binding tickets for each item to be bound. Each bound item will be returned to VCU with a ticket documenting the binding instructions originally prepared by VCU. A ticket for a serial title will display all the fields defined in sections IV.A.6.f (<u>Data Fields</u>) of this RFP.
- (I) Reports: The system will be capable of preparing reports of volumes prepared for binding and of volumes at the bindery. Reports will be sorted by library location, by shipment number, and then alphabetically by title or by call number as requested. In addition to the title, a volume's designation, call number and staff identification will also appear on the report.

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(m) <u>History File</u>: The system will maintain a binding history file, which is directly accessible from the binding preparation function. Records for no fewer than the last six (6) bound volumes of a serial will be stored in this file. Each record will include the date the volume was shipped to and received from the Contractor, and the volume designation as it appears on the spine of the volume.

- (n) <u>Electronic Transfer</u>: The system will be capable of transferring binding data electronically to the bindery.
- (o) <u>Interface with Library Information System</u>: The Contractor will provide an interface between the binding preparation system and other automated systems used by VCU. The interface will result in more efficient preparation and fewer errors.

7. LIBRARY BINDING:

All items will be bound according to the technical and materials specifications of the <u>ANSI/NISO/LBI Standard for Library Binding</u>, 9th edition, 2000. When options are offered in the <u>Standard</u> or when VCU requires specifications not included in the <u>Standard</u>, the Contractor will follow the guidelines below. The relevant section of the <u>Standard</u> is given in parentheses. These guidelines clarify and expand the <u>Standard</u>; they do not replace it.

(a) Examination and Collation (6.0):

- 1. The Contractor will inspect all volumes prior to binding, to detect damaged leaves and peculiarities of paper or construction that might make binding inadvisable. The Contractor will return affected volumes unbound to VCU Libraries.
- 2. The Contractor will not remove a leaf with an OCR label attached to it, except when the label is on an endpaper.
- 3. Books (6.1): After examining volumes for completeness, the contractor will return incomplete volumes to VCU before binding, unless special instructions indicate to bind the volume incomplete.
- 4. Custom Periodical Collation (6.2): In addition to offering the services listed in the <u>Standard</u>, the Contractor will offer them in any combination on a title-by-title basis. VCU may choose the combination for each custom collated title. The Contractor will not remove the cover of the first issue of any serial volume.
- Standard Periodical Collation (6.3): The Contractor will correctly arrange the title page, table of contents, and issues which are out of sequence. The Contractor will not re-arrange supplements and indexes. Covers of all issues will be left in place per instructions.
- 6. Repair (6.4): Paper tears will be mended using a transparent pressure-sensitive archival quality repair tape. Repairs will be done only by special request.
- 7. Maps, illustrations, and folded sheets (6.5): The Contractor will exercise the options for binding volumes with maps, illustrations, or folded sheets in this order:

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- (a) Selecting a method of leaf attachment that will not destroy or obscure the contents of the affected materials.
- (b) Leaving the text block untrimmed.
- (c) Constructing a pocket from cloth and attaching it to the inside of the back cover.
- (d) Returning the item unbound to VCU.

The Contractor will provide a cloth pocket attached to the inside of the back cover for any loose materials, including music parts. The pocket will firmly support the materials it encloses.

(b) Attaching the Leaves (7.0):

The Contractor will use the method of leaf attachment according to the following guidelines. Special instructions for individual volumes may supersede these guidelines:

- 1. Periodical volumes (5.2):
 - a. Preferred: sewing through the fold by machine, if all issues of the volume are single signatures that do not exceed the maximum thickness accepted by the machine. Signatures will be sewn on tapes where appropriate (7.2.1.2);
 - b. First alternative: sewing through the fold by hand, if all issues of the volume are single signatures and at least one issue exceeds the maximum thickness accepted by the machine (7.2.1.1);
 - c. Second alternative: double-fan adhesive with notches, if any or all the issues of the volume are not single signatures, and if the volume is two (2) inches thick or less. Notches along the spine edge will penetrate each leaf one-eighth (1/8) inch and will be evenly spaced no more than a half (1/2) inch from each other (7.3.1, 7.3.3);
 - d. Third alternative: oversewing if the binding margin is at least one (1) inch wide after milling and the previous alternatives are not recommended. (7.4)
 - e. Fourth alternative: return the volume to VCU if none of the methods above are deemed appropriate.
- 2. Monograph volumes (including recases, theses/dissertations, economy bindings and media-paks) (5.1):
 - a. Preferred (except economy bindings): recasing, if the textblock consists of signatures sewn together and if the original sewing thread is strong and unbroken (7.1.1);
 - b. First alternative: sewing through the fold by machine, if the volume is a single signature. Stitches will be at least a half (1/2) inch apart (7.2.1.2);
 - c. Second alternative: sewing through the fold by hand, if the volume is single signature but too thick to be sewn by the machine (7.2.1.1);

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d. Third alternative: double-fan adhesive, if the volume is not a single signature and if the volume is two (2) inches thick or less. If the paper is coated, if the paper is thicker than normal stock, or if the volume is two (2) to two and a half (2 ½) inches thick, the binding edge will be notched. Notches along the spine edge should penetrate each leaf one-eighth (1/8) inch and will be evenly spaced no more than a half (1/2) inch from each other (7.3.1, 7.3.3);

- e. Fourth alternative: oversewing if the binding margin is at least one (1) inch wide after milling and the previous alternatives are not recommended. (7.4)
- f. Fifth alternative: return the volume to VCU if none of the methods above are deemed appropriate.
- g. Media-paks: The Contractor will provide a type of binding which incorporates all formats of a multimedia title. This type of binding is referred to as a "mediapak".

(c) Endpaper Construction (7.1.2):

- Sewing through the fold multiple signatures (7.1.2.1): The Contractor will use an endpaper with "a single leaf hinged with reinforcing cloth to a single folded sheet." The exact construction will be that described by Library Binding Service (LBS) as the Smyth Conservation Endpaper.
- 2. Recasing (7.1): The Contractor will use the first choice of endpaper construction described in section 7.1.2.1 of the <u>Standard</u>: "a single leaf hinged with reinforcing cloth to a single folded sheet." The exact construction will be that described by Library Binding Service as the Smyth Style Conservation Endpaper.

For text blocks that are sewn through the fold, endpapers will be sewn through the fold and attached by sewing through the fold of at least the outermost signature. The two (2) outermost signatures will be sewn through the fold when the original stitching is loose.

(d) <u>Lining the Spine</u> (11.0, 7.3.4):

The spines of all volumes over one and a half (1-1/2) inches, which have been sewn through the fold or recased, and all other volumes for two and a half (2-1/2) inches will be reinforced with an additional layer of material to support the spine.

(e) Trimming the Textblock (8.0):

- 1. Replacement Pages/Issues: The Contractor will trim replacement pages or issues to the same size as the rest of the volume, ensuring that text will not be lost. VCU will trim photocopied replacement pages to not exceed the size of the rest of the volume by more than one (1) inch.
- 2. No Trim: The Contractor will leave the text block untrimmed at VCU's request.
- 3. Stubbing: Stubbing will be used when practical to make up size differences among issues within a volume. In no case will an issue be trimmed to less than a half-inch (1/2) margin to make it conform to the other issues in the volume. When serial parts of different heights are to be bound together, the bottom of the text block will

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be flush. Stubbing will also be used to compensate for thick pockets and to correct text blocks that flare out toward the fore edge.

- 4. Slitting Signatures: When a single signature monograph or serial part must have its leaves attached by a method other than sewing through the fold, the signature will be slit by hand to ensure equal inner margins on all leaves.
- 5. Removing Security Strips: VCU applies a security strip to selected unbound periodical issues. If trimming the spine of an issue does not completely remove the security strip or if the issue is slit through the fold, the Contractor will remove the security strip before attaching the leaves.

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(f) Covering Materials (18.1):

1. The Contractor will use only Group F Buckram or an equivalent that meets ANSI Standard L29.1-1977, *Fabrics for Book Covers*. Group C book cloth (linen finish) meeting ANSI Standard L29.1-1977 can be substituted for economy book bindings.

- 2. VCU reserves the right to choose the color of covering material for all types of bindings. In the absence of a choice indicated on the binding ticket, the Contractor will have the right to choose colors.
- 3. Theses / dissertations will always be covered with Group F black Buckram.
- 4. The Contractor will offer a choice of binding that reproduces the original cover of the binding for recases and economy bindings.
- (g) Stamping the Covering Material (12.2, 22.0):
 - 1. Size and Orientation: The Contractor will determine the spine print format and according to the following guidelines:
 - (a) Preferred: 18 point horizontal;
 - (b) First alternative: 14 point horizontal;
 - (c) Second alternative: 18 point vertical;
 - (d) Third alternative: 14 point vertical;
 - (e) Fourth alternative: return the volume to VCU if the spine information cannot be printed using the preferred format or one of the alternatives.
 - 2. Minimum Limitations: The Contractor will be able to stamp at least ten (10) horizontal lines of title text, eight (8) lines of volume designation text, six (6) lines of call number text, and two (2) lines of other imprints.
 - 3. Hyphenation: The Contractor will hyphenate words in a spine title when necessary, according to standard hyphenation rules, in order to make a horizontal format possible. No more than two (2) hyphenation marks are allowed in a word.
 - 4. Call Numbers: Call numbers will be stamped horizontally, if possible, even if the title is stamped vertically. If horizontal stamping of a call number is not possible, it will be stamped vertically. The last line or character of a call number will be positioned one (1) inch from the bottom of the spine. If the call number cannot be stamped vertically, it will be stamped on the lower left corner of the front cover, half (1/2) inch from the bottom of the volume and half (1/2) inch from the joint.
 - 5. Volume Designation: Volume/part/date designations will always be stamped horizontally.
 - 6. Color: VCU will be allowed the option to decide on the color of stamping foil for new serial titles on a title-by-title basis. The foil color for theses/dissertations will be gold. The foil color for monographs will be white.
 - 7. Upper/Lower Case: Lettering will be available in both upper and lower cases.

(h) Assembling the Case (12.5):

Library corners will be made for all volumes, at no additional charge to VCU.

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(i) Casing In (13.0):

1. Security Strip: The Contractor will apply one (1) single side adhesive programmable security strip for the 3M Circulation Detection System **, provided by VCU, to the spine lining cloth.

1. Flush Bottom: A volume more than two and a half (2 ½) inches thick will have the text block bound flush with the bottom of the case. Boards will be custom cut to eliminate the square at the tail of the volume.

(i) Adhesives (19.1):

- 1. Adhesives will meet specifications for strength of leaf attachment (19.5.1), openability (19.5.2), joint strength (19.5.3) and durability (19.5.4).
- 2. The Contractor will provide VCU with a list of the types of adhesives used on its bindings, the adhesive supplier, and adhesive specifications.
- 3. An internally plasticized polyvinyl acetate (PVA) adhesive (19.2) is required for the binding and casing-in.

8. PROTECTIVE ENCLOSURES:

- (a) <u>Board:</u> Enclosures, including clamshell boxes, will be constructed from alkaline buffered board, using the color and weight of board requested by VCU.
- (b) <u>Configuration</u>: Box configuration shall be mutually agreed upon by the Contractor and VCU.
- (c) <u>Construction from Dimensions Only</u>: Enclosures may be constructed from the dimensions of volumes provided to the Contractor by VCU.

9. INSPECTION:

- Defective Volumes: All volumes bound for VCU will be inspected by the Contractor for defects in construction or lettering, and will be wiped clean if necessary before they are packed and shipped to VCU. Defective volumes will be repaired or rebound at the Contractor's sole expense.
- Binding Slips: Binding slips for serials and monographs will be attached to the
 cover of the first issue of a serial volume and to the page following the title page of a
 monograph. The attachment will be made in a non-damaging way (e.g., no
 cellophane tape) and the slips shall be easily removable.

10. CHANGES IN METHODS AND MATERIALS:

Changes in traditional methods and materials (e.g., new endpaper designs, adhesives, revised specifications for notching spines of adhesive bound volumes) used by the Contractor, even those that conform to the <u>Standard</u>, will not be implemented without VCU's

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written approval. Improvements may be acceptable to VCU within the terms of the contract, under the following conditions:

- (a) The methods or materials shall undergo extensive, documented testing by the ANSI, NISO, LBI, or an approved LBI testing laboratory that measures strength, durability, chemical stability, and functional qualities.
- (b) The tests shall clearly indicate that the innovation will lead to better protection and greater longevity of the text block.

Changes in services and procedures (e.g., invoices, packing slips, delivery slips) will be communicated in writing prior to the change.

11. INVOICES:

- (a) Invoice by Lot: A separate invoice will be issued for each group of material defined by VCU within each shipment. The type of material or binding and its location within the library generally determines the lot name. Lots are divided between the James Branch Cabell Library (JBC) and the Tompkins-McCaw Library (TML). It is acceptable to combine similar lots on invoices as long as the lot is clearly indicated in the line item charge. Examples include combining all Media lots for JBC, or all Reference lots for TML. The types of bindings and lots include, but are not limited to:
 - 1. <u>Types of binding</u>: standard book, economy book, recase, "copicover" book, pamphlet, "media-pak", standard periodical, custom periodical, theses/dissertation, phase box, and clamshell box.
 - Lots: JP (JBC Periodicals), JG (JBC Government Documents Periodicals), JR (JBC Reference Periodicals), JS (JBC Special Collections Periodicals), JST (JBC Standard Monograph), JRC (JBC Recase), JPS (JBC Paperback-Economy), JCCE (JBC Copicover Economy), JCCR (JBC Copicover Recase), JRST (JBC Reference Standard Monograph), JRRC (JBC Reference Recase), JRPA (JBC Reference Paperback-Economy), JPAM (JBC Pamphlet), JT_D (JBC Thesis/Dissertation), JBOX (JBC Clamshell Box), JSP (JBC Special Project), MREC (Media Recase), MPAP (Media Paperback-Economy), MPAM (Media Pamphlet), MPAK (Media-pak), TP (TML Periodicals), TG (TML Government Documents Periodicals), TR (TML Reference Periodicals), TS (TML Recase), TPS (TML Paperback-Economy), TCCE (TML Copicover Economy), TCCR (TML Copicover Recase), TRST (TML Reference Standard Monograph), TRRC (TML Reference Recase), TRPA (TML Reference Paperback-Economy), TPAM (TML Pamphlet), TT_D (TML Thesis/Dissertation), TBOX (TML Clamshell Box), TSP (TML Special Project).
- (b) <u>Line Items</u>: Each line item on an invoice will include the number of units, the charge per unit, and the total charge.
- (c) Extra Charges: Extra charges will be specifically itemized.
- (d) <u>Triplicate Form</u>: Invoices will be issued in triplicate form.
- (e) Delivery: Invoices will arrive within four business days of delivery.

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12. COMMUNICATION:

(a) Representative: A representative from the Contractor will be assigned to the account. This person will be available to answer questions via telephone and via email and visit VCU upon request, at the Contractor's sole expense.

- (b) <u>Site Visits</u>: The Contractor will allow scheduled on-site visits by VCU staff members interested in bindery activities.
- (d) <u>Telephone</u>: The Contractor will provide toll free telephone communication to the bindery or accept collect telephone calls from VCU.

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V. <u>REPORTING AND DELIVERY REQUIREMENTS</u>:

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

1. PERIODIC PROGRESS REPORTS/INVOICES: For contracts requiring the submission of periodic contract performance progress reports or program status reports, the Contractor will include a section on involvement of Small Businesses and businesses owned by Women and Minorities as a part of their periodic invoice. The section will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for 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. Jeanette Mason
737 N 5th 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.

2. FINAL ACTUAL INVOLVEMENT REPORT: The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with Small Businesses and businesses owned by Women and Minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, Minority-owned, Women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

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BUSINESS CLASS:	(Small, Women-Owned or Milnority-Owned)			
Firm Name, Address and Phone Number	Type Goods/ Services	Actual Dollars	Planned Dollars	% of Total Contract
TOTALS FOR BUSINES				

The Contractor shall provide this information to:

Virginia Commonwealth University
Department of Procurement and Payment
Attn: Ms. Jeanette Mason
737 N 5th 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.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. <u>RFP Response</u>: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP. One (1) original and five (5) copies** of the proposal must be submitted to the issuing Purchasing Agency. 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.

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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.

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Ownership of all data, materials and documentation originated and prepared e. 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 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the 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 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:

- 1. The return of the entire RFP document and all addenda, if any, signed and completed as required.
- 2. Format of Response: Provide specific responses to each requirement. All responses must be numbered according to the numbering scheme provided, with each response given with 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.) must give the specific page number(s) of a multipage attachment where the response to the specific requirement is given (e.g., III. A. 2.: see pages 19-21 of the brochure "Automated Binding.") Responses that fail to follow this format may be considered nonresponsive.
- 3. <u>Presentation</u>: Each copy of the proposal should be gathered in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume where practical.

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- 4. Narrative: Provide a written narrative statement to include:
 - (a) Plans: Describe in detail, the specific plans for providing the services identified in Section IV, the "Statement of Needs," and address the who, what, when, where and how the Offeror proposes to provide these services, to include the following information:
 - 1. Provide specific responses to each of the primary and secondary product / service requirements and requests, describing your companys ability to meet those requirements and requests.
 - 2. Submit the following documentation:
 - (a) <u>Sample Bindings</u>: Submit one (1) each of the following as sample volumes bound by your company and labeled with your company's name and type of binding:
 - periodicals sewn through the fold by machine, sewn through the fold by hand, and double-fan adhesive bound coated and uncoated papers;
 - monographs standard binding recase, standard binding double-fan adhesive, economy binding double-fan adhesive 1-1/2" thick or less, economy binding double-fan adhesive 2" thick or more and copi-cover;
 - pamphlet sewn, pamphlet adhesive bound, clamshell box and mediapak.
 - (b) <u>Sample End Sheets</u>: Provide a sample of each type of end sheet to be used in response to the specifications in this RFP. Each end sheet must be clearly labeled as to the type of leaf attachment with which it will be used.
 - (c) <u>Technical Specifications</u>: Provide technical specifications of all papers, coverings, boards, threads, adhesives, and repair tapes used by your company, including brand names.
 - (d) <u>Sample Forms</u>: Provide a sample of each type of form, including binding tickets, used by your company or VCU to communicate between the bindery and VCU.
 - (e) <u>Equipment Description</u>: Describe the equipment to be utilized and include the following information:
 - the manufacturer's name;
 - the age of each piece;
 - the number of machines for sewing through the fold, oversewing, double-fan adhesive binding, and notching spines;
 - the manufacturer's name and model number of in-house computer systems and;
 - the percentage of capacity at which the plant is currently operating.

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- (f) <u>Automated System</u>: Provide a complete list of equipment and software, including manufacturers' names, required to establish an automated binding preparation system at VCU.
- (g) <u>Implementation</u>: Describe the implementation plan to establish new accounts/convert existing accounts to new accounts with your company.
- (h) <u>Claims / Credits</u>: Describe the claims, reimbursement and credit procedures for lost or damaged materials; submit a sample claim / credit form.
- (i) <u>Inspection</u>: Provide figures showing what percentage of a shipment is inspected.
- (j) <u>Training</u>: Describe the training your company would provide to VCU staff toward utilizing a manual or automated binding preparation system.
- (k) Quality Control: Describe the company's quality control policies and include a copy of these policies.
- (I) <u>Experience and Ability</u>: Describe the company's experience in and ability to provide the services described herein, to include the number or years, location of offices and hours of operation.
- (m) <u>Account Representatives</u>: Identify the names, qualifications, experience, telephone, e-mail address and hours of availability of personnel to be assigned to this account, to include the primary sales, customer service and training representatives. Submit a resume for each individual.
- (n) Other Services: Describe in detail other services your company provides on a regular basis and identify the associated costs for those services.
- (o) <u>Invoicing and Payment</u>: Submit a sample of a standard invoice that illustrates how charges will be itemized.
- (p) <u>Financial Statement/Annual Reports</u>: Provide a copy of your company's latest corporate financial statement and a copy of your company's last three (3) annual reports.
- (q) References (Active Accounts): Provide a list of at least three (3) active, comparable academic accounts, with over \$50,000.00 business annually and that have been customers for at least two (2) years. Identify the annual dollar amount of the account and the names, addresses, E-Mail and phone numbers of the appropriate contact.
 - If applicable, provide a list of three (3) customers who currently use your company's automated binding preparation system. Identify the names, addresses, e-mail and phone numbers of the appropriate contact.
- (r) Costs: Identify all costs associated with the provision of services. Refer to Section XI, "Pricing Schedule."

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(s) Small, Women-Owned and Minority Business participation: Submit the following three sets of data for small business, women-owned businesses and minority-owned business: (1) ownership, (2) utilization of small, women-owned, and minority-owned businesses for the most recent 12 months, and (3) planned involvement of small businesses, women-owned businesses and minority-owned businesses and minority-owned businesses on the instant procurement. (See Appendix I.)

(t) Contractor Data Sheet: Submit a completed "Contractor Data Sheet" (refer to Attachment "A").

VII. EVALUATION AND AWARD CRITERIA:

- A. <u>EVALUATION CRITERIA</u>: Proposals will be evaluated by Virginia Commonwealth University using the following criteria:
 - 1. Ability and approach of the Offeror to provide the goods and/or services identified in Section IV, the "Statement of Needs," and Section VI, "Proposal Preparation and Specific Requirements," Item B of this solicitation.
 - 2. Quality of product samples and specifications.
 - 3. Experience of the Offeror in providing the goods and/or services identified in in Section IV, the "Statement of Needs," and Section VI, "Proposal Preparation and Specific Requirements," Item B of this solicitation.
 - 4. Price (to include all service charges and applicable discounts) for the provision of the goods and services identified in Section IV, the "Statement of Needs.")
 - 5. Participation of Small, Women-Owned and Minority Businesses.
- B. AWARD: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Code of Virginia § 11-65D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

The right is reserved to make multiple awards, a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations.

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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 737 North 5th Street, Richmond, VA during normal business hours

VIII. GENERAL TERMS AND CONDITIONS:

- A. <u>PURCHASING MANUAL</u>: This solicitation is subject to the provisions of the Commonwealth of Virginia's <u>Purchasing Manual for Institutions of Higher Education and their Vendors</u> 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. <u>APPLICABLE LAW AND COURTS</u>: 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. <u>ANTI-DISCRIMINATION</u>: 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 11-51 of the Virginia Public Procurement Act.

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

- 1. During the performance of this contract, the Contractor agrees as follows:
 - a. 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 and as such, 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 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.

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D. <u>ETHICS IN PUBLIC CONTRACTING</u>: 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. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: 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. <u>DEBARMENT STATUS</u>**: 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.
- 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 (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. <u>PAYMENT</u>:

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

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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, § 11-69).

2. <u>To Subcontractors</u>:

- 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

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General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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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. <u>TESTING AND INSPECTION</u>: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- **N.** <u>ASSIGNMENT OF CONTRACT</u>: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- **O.** <u>CHANGES TO THE CONTRACT</u>: Changes can be made to the Contract in any one of the following ways:
 - 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

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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 <u>Purchasing Manual for Institutions of Higher Education and Their Vendors</u>. 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. <u>DEFAULT</u>: 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. <u>TAXES</u>: 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. <u>USE OF BRAND NAMES</u>: 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 §§ 11-46.3 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 coverages will be provided by insurance

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companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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INSURANCE COVERAGES AND LIMITS REQUIRED:

- 1. Worker's Compensation Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy.
- 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 General Liability coverage.
- 3. Automobile Liability \$500,000 Combined single limit.
- **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 737 North 5th Street, Richmond, VA during normal business hours for a minimum of 10 days.
- V. <u>DRUG-FREE WORKPLACE</u>: 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.

IX. SPECIAL TERMS AND CONDITIONS:

- **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 <u>Virginia Commonwealth University</u> 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.
- **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.
- 3. 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.
- **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 with-

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drawn 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.

- **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item during the contract period.
- 6. 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 sixty (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.
- 7. <u>COMMUNICATIONS</u>: 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.

- 8. <u>CONTRACTOR'S TITLE TO MATERIALS</u>: 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.
- **9.** <u>DELIVERY</u>: State your earliest <u>firm</u> delivery or performance date ____ calendar days after receipt of order. This date may be a factor in making the award.
- **10. DRUG FREE WORKPLACE:** The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
 - A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - B. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

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

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11. <u>IDENTIFICATION OF PROPOSAL ENVELOPE</u>: 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 Bidder	Due Date	Time	
	Street or Box Num	ber	RFP No.	
	City, State, Zip + 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.

LATE PROPOSALS: To be considered for selection proposals must be received by <u>the issuing office</u> 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. <u>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.</u>

- 12. 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.
- 13. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING REPORTING RE-QUIREMENTS AND GOALS: 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 obtained from the buyer handling this solicitation. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

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Virginia Commonwealth Commonwealth's Department of Procurement and Payment encourages the participation of minority owned businesses in the procurement process by actively soliciting bids from these businesses. Our office uses the information compiled by the State Department of Minority Business Enterprise, the State Division of Purchase and Supply and the Department of Information Technology to assist in this endeavor. The department has membership with the Virginia Regional Minority Supplier Development Council and participates in the annual Virginia Businesses Opportunities Fair. We encourage departments to support minority-owned businesses within their purchasing authority when appropriate.

Virginia Commonwealth University has a minority-owned business participation goal of twenty percent (20%) for each project.

- 14. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide and acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- 15. 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.
- **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of three (3) successive one (1) 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 no more than the percentage increase/decrease of the <u>"services"</u> category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - (2) If during the first one-year renewal the Commonwealth elects to exercise the option to renew the contract the second additional one-year period, the contract price(s) for the second additional one-year shall not exceed contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. All subsequent one-year extension options shall follow the same formula.

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17. <u>SUBCONTRACTS</u>: 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.

- 18. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under the 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 must be furnished with the proposal.
- 19. <u>WORK SITE DAMAGES</u>: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- **20. 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.
- 21. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is a 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.
- **YEAR 2000 COMPLIANT (AND ENABLEMENT) WARRANTY:** The Contractor warrants that all software, firmware and hardware product(s) delivered to the University under any agreement, and which is used in accordance with the product documentation provided by the Contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the Contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the Contractor to default action.

X. <u>METHOD OF PAYMENT</u>:

The Contractor shall submit a fully itemized invoice which references the Virginia Commonwealth University purchase order number, material descriptions, quantities, and unit list prices and the applicable discount. Payment will be made thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation.

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XI. PRICING SCHEDULE:

Offerors shall complete Attachment B and shall identify all other applicable fee structures for the goods and/or services identified in Section IV, the "Statement of Needs" (to include service charges and shipping and handling charges; shipping charges shall be FOB Destination):

XII. ATTACHMENTS:

Attachment A - OFFEROR DATA SHEET (1 page)
Attachment B - PRICING SCHEDULE (3 pages)

Attachment C - VCU COMMERCIAL BINDING QUALITY CONTROL PROCEDURES (3 pages)

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APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS

SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

<u>DEFINITIONS FOR GOODS AND NON-PROFESSIONAL SERVICES</u>

<u>PERIOD</u> is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

<u>FIRM NAME, ADDRESS AND PHONE NUMBER</u> is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

<u>CONTACT PERSON</u> is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

TYPE OF GOODS OR SERVICES is the specific service the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

<u>DOLLAR AMOUNT</u> is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed from during the specified period or plans to use on this contract, as applicable.

<u>% OF TOTAL COMPANY EXPENDITURES FOR GOODS OR SERVICES</u> is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

<u>% OF TOTAL CONTRACT</u> is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract.

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1. PARTICIPATION BY SMALL BUSINESSES

A.	Offeror certifies that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and op-
	erated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

B. List Small Businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD:	From:			To:	· · · · · · · · · · · · · · · · · · ·
FIRM NAME, ADDRI AND PHONE NUMB		CONTACT PERSON	TYPE OF GOO SERVICES		% TOTAL CO EXPENDITURES FOR GOODS/SERVICES
					
					
					
					
					
					
					
					.

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1. PARTICIPATION BY SMALL BUSINESSES (continued)

C. Describe Offeror's plans to involve Small Businesses in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS AND PHONE NUMBER	CONTACT PERSON	TYPE OF GOODS/ SERVICES	DOLLAR AMOUNT	% OF TOTAL CONTRACT
				
				
				
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2. PARTICIPATION BY BUSINESSES OWNED BY WOMEN

- A. Offeror certified that it () is, () is not, a Women's business enterprise or Women-owned business. For the purpose of this procurement, a Women-owned business is a concern that is at least 51 percent owned by a woman or Women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- B. List businesses owned by Women with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD:	From:		To:	
FIRM NAME, ADDRE AND PHONE NUMBI		TYPE OF GOODS/ SERVICES	DOLLAR AMOUNT	% TOTAL CO EXPENDITURES FOR GOODS/SERVICES
		 		

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2. PARTICIPATION BY BUSINESSES OWNED BY WOMEN (continued)

C. Describe Offeror's plans to involve businesses owned by Women in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractor or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS AND PHONE NUMBER	CONTACT PERSON	TYPE OF GOODS/ SERVICES	DOLLAR AMOUNT	% OF TOTAL CONTRACT
				
				
				
				

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3. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

A.	Offeror certifies that it () is, () is not, a Minority business enterprise or Minority-owned business. For the purpose of this procurement, a Minority business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.						
B.	dollar amoun	ts spent ilable. C	with each of the	ese businesses in	the most rece	racted or done business an nt 12-month period for whic nformation and expand upo	ch
	PERIOD:	From:			To:		
	I NAME, ADDI PHONE NUM		CONTACT PERSON	TYPE OF GOO SERVICES	DDS/ DOLLAR AMOUNT		
7.1.12		<i>-</i>	1 2 100 11	021111020	7	30023,021.11.023	
							
						<u>.</u>	
						· · · · · · · · · · · · · · · · · · ·	

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3. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES (continued)

C. Describe Offeror's plans to involve Minority businesses in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS AND PHONE NUMBER	CONTACT PERSON	TYPE OF GOODS/ SERVICES	DOLLAR AMOUNT	% OF TOTAL CONTRACT
				
				
				-
				

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ATTACHMENT A

CONTRACTOR DATA SHEET

To Be Completed By The Offeror

1.		e contractual requirements.	e the capability and capacity in all respec	cts to fully
2.		ness: Indicate the length of time Years, Months.	you have been in business providing th	nis type of
3.	vided this type	of service. Include the date ser	four (4) recent references for whom you rvice was furnished and the name, add wealth University has your permission to	ress, and
Date)	Client Name and Address	Contact Person & Phone N	lumber
1				
2				
3				
4	· · · · · · · · · · · · · · · · · · ·			

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ATTACHMENT B

PRICING SCHEDULE

1.	CATEGORY	UNIT PRICE
	Standard periodical - sew through fold by machine	
	Standard periodical - sew through fold by hand	
	Standard periodical - double-fan adhesive	
	Standard periodical - oversewing	
	Standard periodical - error correction/not binder's fault	
	Standard periodical - dimensions exceeding	
	Custom periodical - sew through fold by machine	
	Custom periodical - sew through fold by hand	
	Custom periodical - double-fan adhesive	
	Custom periodical - oversewing	
	Custom periodical - error correction/not binder's fault	
	Custom periodical - dimensions exceeding	
	Standard monograph - recase	
	Standard monograph – recase with copi-cover	
	Standard monograph - sew through fold by machine	
	Standard monograph - sew through fold by hand	
	Standard monograph - double-fan adhesive	
	Standard monograph - double-fan adhesive with copi-cover	
	Standard monograph - oversewing	
	Standard monograph - error correction/not binder's fault	
	Standard monograph - dimensions exceeding	

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ATTACHMENT B

Economy monograph - sew through fold by machine	
Economy monograph - double-fan adhesive	
Economy monograph - double-fan adhesive with copi-cover	
Economy monograph - oversewing	
Economy monograph - error correction/not binder's fault	
Economy monograph - dimensions exceeding	
Pamphlet binding	
Media-pak	
Theses/dissertation binding	
Paper repair	
Cloth pockets	
Hand trimming	
No trim	
Stubbing	
Spine imprints - title	
Spine imprints - call numbers, per line or per call number	
Spine imprints - vertical	
Spine imprints - hyphenation	
Spine imprints - excessive lines beyond	
Spine imprints - other	
Security strip application (per volume)	
Security strip removal from periodical issues (per volume)	
Flush binding at bottom	

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ATTACHMENT B

Clamshell box, including spine imprint	
Clamshell box - error correction/not binder's fault	
Clamshell box - dimensions exceeding	
Rush service	
Computer service - hardware/software/training	
Computer service - conversion of titles	
Computer service - telecommunications	
Computer service - supplies - annual cost	
Computer service - maintenance - annual cost	
Other charges (describe in detail)	

2. Offerors shall complete the hypothetical pricing schedule:

<u>ITEM</u>	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE
Standard periodicals Custom periodicals	\$ \$	X X	9,000 1,000	=	\$ \$
Standard monographs (4 Line Call Number)	\$	X	1,000	=	\$
Recases (4 Line Call Number)	\$	Χ	2,000	=	\$
Economy monographs (4 Line Call Number)	\$	X	8,000	=	\$
Phase boxes	\$	Χ	200	=	\$
Theses/Dissertations	\$	Χ	2,000	=	\$
Pamphlets	\$	X	200	=	\$
TOTAL					\$

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ATTACHMENT C

VCU COMMERCIAL BINDING QUALITY CONTROL PROCEDURES

1.0 GENERAL

To ensure that the current ULS commercial binder is providing a quality product, selective quality control checking is performed on each shipment returned from the bindery. The number of volumes checked within a given shipment may vary according to workload demands; however, usually every fifth volume is checked. Check serial and monographic volumes alike.

An explanation of the characteristics of each volume to be checked follows. Use the "Commercial Binding Quality Control" form to record the volumes and their errors. Check an area only if the volume is defective or has an error in that area.

2.0 SHIPMENT NUMBER/BRANCH

Record the shipment number and branch library of the volume to be checked.

3.0 TITLE, VOLUME DESIGNATION

Record the title of the volume. If the volume is a serial, record also enough of its volume designation to distinguish it from other volumes of the same title. For example, if the spine reads VOL 38 No 6-12 1987, record only v.38, no.6-12.

4.0 COVER

- 4.1 Check that the covering material has been applied smoothly to the boards and that it is clean and free of glue.
- 4.2 Make sure the joints are parallel to the spine and that they are uniformly deep.
- 4.3 Check that the squares are even and 1/16 inch to 3/16 inch wide.

5.0 TRIMMING

- 5.1 Check to make sure that each of the three exposed edges of the volume has been trimmed flush. Do not return to the bindery volumes with uneven edges. If only a few leaves have been mistrimmed, forward the volume to the Repair Room to have it manually trimmed.
 - NOTE: If one or more of the volume's edges has not been trimmed, check for "no trim" instructions on the binding slip before concluding that the bindery is in error.
- 5.2 Check that title pages, contents pages, and indexes have been trimmed square.
- 5.3 Quickly leaf through the volume to make sure that no text has been trimmed off any page, particularly in the gutter margin. Note if text is lost or obscured; record the issue and the page number of the obscured text.
- 5.4 Make sure that inserted pages of a rebind have been trimmed flush with the other pages and that no text has been trimmed off any edge.

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6.0 END PAPERS

6.1 Check that front and back pastedowns (end papers) are secure and positioned squarely on the boards. If the edges or corners lift up, note in the comments area how much of the end sheet is not secured. Do not return a volume with a loose pastedown; forward the volume to the Repair Room with a note indicating the problem.

6.2 If a pastedown is crinkled enough to leave an impression on the fly leaf, note this. Do not return to the bindery volumes with this error.

7.0 SPINE IMPRINT

- 7.1 Check all elements on the spine against the binding slip (for serials) or against the title page and verso (for monographs). The spine may include any of the following elements: title, author, volume, number, year, abstract number, branch, call number. Note in the comments area if the volume is to be returned to the bindery for correction. Only title errors are returned; other spine errors are corrected in-house.
- 7.2 Check the clarity of the imprint on the spine. Count as an error letters or numbers that are blurred, run together, or surrounded by flecks of ink. Do not return volumes with this problem to be rebound unless it is difficult to read.

18.0 TEXT BLOCK

- 8.1 Check to make sure the text block is firmly attached to the cover. Grab the volume by the foredge of the front and back covers. Briefly allow the text block to hang by opening each cover at a 45-degree angle and lifting the volume spine up off the table. If the textblock falls away and the joints are loose, check this area.
- 8.2 If the reinforcing spine material (super) does not extend one inch onto the front and back covers, note this. Also make sure that it extends to within 1/2 inch of the head and tail of the spine, and that it is smoothly and completely adhered.
- 8.3 If the volume has been recased, make sure the spine was well cleaned and that it is free of old adhesive and super.

9.0 LEAF ATTACHMENT

- 9.1 Check the stitching of volumes sewn-through-the fold. Note in the comments area if the stitching is loose or if pages or sections are loose.
- 9.2 Check the sureness of leaves that have been attached by the double fan adhesive method. Leaf through the volume, checking especially the first ten and the last ten leaves. Note the method of leaf attachment if any leaves are not secure.

10.0 COLLATION

- 10.1 Make sure that the issues of a serial volume are in the correct order.
- 10.2 Check the order of replacement pages bound into a volume by the bindery.

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11.0 SPECIAL INSTRUCTIONS

Check that special instruction on the binding slip have been followed. If they have not been followed, note the error in the comments field. When the special instruction "Collation E" appears on the binding slip, check that indexes to individual abstract issues have been removed.

12.0 COMMENTS

Enter comments as instructed in each of the areas above. If the volume is returned to the bindery for rebinding or repair, note it here. If it is returned, note whether the correction is to be charged or not charged to the library.

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EVALUATION CRITERIA (To be posted one hour prior to opening)

RFP #: 360194CM

Title: Book Binding and Conservation Services Opening Date/Time: December 11, 2000 / 10:00 AM EST.

Buyer: Carol McKinley

Proposals will be evaluated on the basis of the following criteria:

POINTS

2.	Ability and approach of the Offeror to provide the goods and/or services identified in Section IV, the "Statement of Needs," and Section VI, "Proposal Preparation and Specific Requirements," Item B of this solicitation.	45%
2.	Quality of Product Samples and Specifications.	10%
3.	Experience of the Offeror in providing the goods and/or services identified in in Section IV, the "Statement of Needs," and Section VI, "Proposal Preparation and Specific Requirements," Item B of this solicitation.	15%
4.	Price (to include all service charges and applicable discounts) for the provision of the goods and services identified in Section IV, the "Statement of Needs.")	25%
5.	Participation of Small, Women-Owned and Minority Businesses.	<u>5%</u> 100%