

REQUEST FOR PROPOSALS
RFP

Issue Date: April 1, 2004 RFP#214-04-Serials

Title: Serials (Non-Periodicals: Continuations, Standing Orders, etc.)

Issuing Agency: Commonwealth of Virginia
Longwood University
201 High Street
Farmville, Virginia 23909

Using Agency and/or Longwood University Library
Longwood University
Location where work Farmville, Virginia 23909
Will be performed:

Period of Contract: From September 1, 2004 through August 31, 2005* (Renewable)

Sealed Proposals Will Be Received no later than May 3, 2004 at 2:00 pm.

All Inquiries for Information should be directed To: Materiel Management Office, (434) 395-2093.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: MATERIEL MANAGEMENT OFFICE, BRISTOW BUILDING, CORNER MAIN (U.S. BUSINESS 15) AND REDFORD STREETS, ROOM #218, FARMVILLE, VIRGINIA 23909.

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

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

FEI/FIN No. _____

Name Typed or Printed

Telephone No.(____) _____

Fax No.(____) _____

Addendums: Any changes resulting from the University's requirements will be issued in an addendum and will be posted to the eVA (<http://www.dgs.state.va.us>) and **Longwood University Materiel Management website, <http://www.longwood.edu/>. Click on offices, Purchasing, Solicitations/Awards, Open Request for Proposals/Addenda/Awards. Click on the solicitation 214-04-Serials.**

It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB's or RFP's prior to submission. Failure to do so may cause your bid or proposal to be determined non-responsive. Longwood University will not mail or fax these documents

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

EVA member yes _____ no _____

*Note: See General Terms and Conditions item X for membership details.

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REQUEST FOR PROPOSAL:
SERIALS (NON-PERIODICAL: CONTINUATIONS, STANDING ORDERS,
ETC.)

1. OVERVIEW

The Longwood University Library serves the 216 + faculty and 3,800 + students of Longwood University, a state supported, four year liberal arts University. The library has a collection of over 275,000 titles representing over 360,000 volumes. Longwood subscribes to over 1,400 serials. The library materials budget for FY 2003/2004 is \$ 582,988.00.

2. PURPOSE

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation to provide services for the acquisition of non-periodical serials (e.g., continuations and standing orders) for the Longwood University Library. Unless otherwise stated, this RFP applies to all formats of materials. Print material may be cloth bound, paper bound, or prebound by the offeror.

Included for coverage in this RFP are the following types of publications: trade, scholarly, university press, personal author, private corporations, government/nonprofit agency, museums and galleries, small press, and society/association.

Based upon the review of the proposals, and of the results of the negotiations, multiple contracts may be awarded.

3. BACKGROUND

For fiscal year '03-'04 the library materials budget was allocated as follows:

Fixed Expenses (Renewals)		
Periodical renewals (1,093 titles)	\$168,858	29%
Standing orders (303 titles)	52,466	9%
Books/Audio Visuals	192,720	33%
Microforms	23,676	4%
Databases	102,293	18%
Other Materials Expenses	42,975	7%

These dollar amounts and percentages are likely to change during the course of the intended contract, and the institution reserves the right to increase or decrease the amount as actual needs and funding determine.

4. STATEMENT OF NEEDS:

This Request for Proposal (RFP) will deal only with the purchase of non-periodical serials(continuations and standing orders).

4.1. Format of Response. Contractors are required to provide specific responses to each of the mandatory and desirable requirements enumerated below. All responses must be numbered according to the numbering scheme provided below, 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., 4.2.4.: see pages 19-21 of the brochure). Responses that fail to follow this format may be considered nonresponsive.

4.2. Length of Contract. It is the intention of the institution to enter into a contract for a maximum term of 5 years – 1 year with the option of 4 successive one year renewals. (See also section 12.14 re: Extension of Contract)

5. MANDATORY REQUIREMENTS. Mandatory provisions are included so that all offeror proposals will be uniform. The institution encourages any offeror that believes that a mandatory provision is unreasonable to contact the institution before proposals are due so amendments to the RFP can be considered.

Each proposal received shall be deemed to include the offeror's agreement to the following provisions:

- a. The proposal constitutes an offer by the offeror that shall remain open and irrevocable for a period of 90 days from the deadline for submitting proposals.
- b. If the offeror is selected, the provisions governing the contractor's performance will include all of the provisions established in sections 4, 5, and 6 of this RFP.

5.1. Longevity. The contractor must have been actively engaged in the business of providing continuations and standing orders material to academic libraries for a minimum of ten (10) years. For purposes of this RFP, a company that has had continuous management, but which may have changed ownership during the specified period, will be considered to have been "actively engaged."

5.2. Personnel. The offeror must provide general descriptions of the educational background and experience of personnel with whom the library will be expected to work on a regular basis (e.g., the offeror's sales representative or salesperson and any offeror support personnel). Offeror should specify the total number and general level of experience of professional librarians or other specialists employed.

The contractor shall provide a specific representative for the institution's account. This person shall respond to problems (e.g., with orders, delivery, claims, renewals, invoices, credits) and provide management reports and data.

5.3. Financial Disclosure. The offeror must provide full disclosure of financial statements (assets and liabilities) for at least the last five (5) business years. Offeror must provide a statement of whether or not they have within the last three (3) years assigned or sold any of their accounts receivable and, if so, why.

5.4. Customer List. The offeror must provide a list of five (5) comparable University libraries who have done at least \$50,000 of continuation and standing order business with the

offeror during the past 12 months. This list shall include names, addresses, and phone numbers of contact librarians for each customer. In addition, the offeror must provide a list of any contracts for the last three (3) years that were canceled or from which the offeror was prohibited from bidding because of lack of performance or because offeror defaulted on a contract.

5.5 Pricing, Discounts and Service Charges. The offeror shall state the method for computing discounts and/or service charges. Contractor shall specify any other postage or handling charges, if applicable. The contractor's proposed discount and/or service charge structure must remain fixed for the duration of the contract.

5.6. Payment of Invoices. The contractor shall accept that no payment of an invoice will be made until all items on the invoice have been delivered in satisfactory condition. In the event of split shipment, the institution may process for payment only those items on the invoice that have been received.

5.7. Supporting Documentation. The institution reserves the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

5.8. Delivery of Material. Delivery of all materials shall be made to the library building at the following address.

Serials Department
Longwood University Library
Longwood University
Redford and Race Streets
Farmville, VA 23909-1897

5.9. Conversion: The offeror shall indicate what services it will provide to assist the institution in the conversion of the account to the offeror.

5.10. Types of Publications. The contractor shall provide standing orders to all types of continuing publications, including but not limited to: international, annuals, membership titles, publisher series, monographic series, indexes, non-print material, abstracts, collected works, directories, encyclopedias, handbooks, scores, trade publications, scholarly publications, etc.

5.11. Orders. The contractor must accept new orders and cancellations from the institution at any time during the year, depending on publisher restrictions. The contractor must accept standing orders on an "until forbid" basis.

5.12. Claims. Contractor must accept claims by a variety of means, including telephone, e-mail, and/or web-based claiming. A toll-free telephone number must be provided. The contractor must supply free replacement volumes for defective or damaged volumes. For shipments lost in transit, the contractor must reship, at the contractor's expense, within 14 calendar days of notification.

5.13. Cancellations. Contractor must be responsible for the shipment and return of cancelled items. Returns must be free of charge, if due to the contractor's error.

5.14. Delivery of First Volume. The contractor must enter orders with publishers within 30 calendar days. The contractor must report the availability status within 45 calendar days of receipt of the order. If unable to supply a title, the contractor must notify the institution with the reason for non-fulfillment within 45 calendar days.

5.15. Price. The offeror must quote its competitive discount off current list price. The offeror must provide documentation as to its method of calculating the mean discount. The written statement of the contractor's proposed discount structure must be firm for the entire period of the contract.

5.16. Payment. Invoices must accompany shipments. The contractor must supply proofs of payment made to publishers, as requested.

5.17. Invoices. All invoices must contain: Name, address, and telephone number of contractor, Federal ID# or SSN in absence of Federal ID#, Bill to address, Ship to address, Account number, Title of each series (monographic title if a monograph series), Volume and/or date shipped, Number of copies, Price for each title, and Postage and handling, if applicable.

5.18. Reports. The offeror shall provide samples of all standard reports for review. When requested, the contractor must provide a current list of subscribed titles with latest items shipped on each standing order.

6. DESIRABLE PROVISIONS

6.1. Contact with Institution. The contractor's representative should visit the institution, as needed. The contractor or its representative should respond to messages within two working days. The contractor should provide for contact both by e-mail and by telephone, at no charge to the institution.

6.2 Training and Support. The contractor should provide documentation and any training or support necessary.

6.3. Shipment. Shipments should be made so that materials are received no more than seven calendar days after date of shipment.

6.4 Back Volumes. The contractor should accept orders for and supply back volumes, if available.

6.5 Quality Control. The contractor should have a strong record of quality service.

6.6. Electronic Support. Longwood's integrated library system is Millennium by Innovative Interfaces. Contractor should explain possible interactions via the internet between contractor and Innovative's acquisitions functions, including electronic transfer of invoices. Contractor should describe any possible services such as online searching, claiming, or viewing of accounts.

6.7. Contractor should indicate ability to accept payment via American Express Corporate Purchasing Card and become a member of the eVA system. *See General Terms and Conditions item X for membership information.

7. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A.

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

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

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

f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public

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

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

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

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

8. COMMUNICATIONS

- 8.1. Informal Communications. From the date of receipt of this Request for Proposal by each offeror until a binding contractual agreement exists with the selected offeror(s) and all other

offerors have been notified, or when the institution rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to: (1) requests from offerors to any departments at the institution (with the exception of the designated institution Materiel Management office) for information, comments, speculation, etc. regarding the RFP, responses or process; and (2) requests from any departments of the institution (with the exception of the designated institution purchasing authority) for information, comments, speculation, etc. regarding the RFP, responses or process.

8.2. Formal Communications.

8.2.1 Nature of Communication. From the date of receipt of this Request for Proposal by each offeror until a binding contractual agreement exists with the selected offeror or when Longwood University Library rejects all proposals, all communications between the institution and the offeror will be formal or as requested by the institution's Materiel Management office. Address all inquiries to James Simpson (434) 395-2093.

8.2.2. Adherence to Provisions. Any failure to adhere to the provisions set forth above may result in the rejection of any offeror's proposal or in the cancellation of this Request for Proposal.

8.2.3. Revisions/Additions to RFP. **Addendums:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted to the eVA (<http://www.dgs.state.va.us>) and **Longwood University Materiel Management website, <http://www.longwood.edu/>. Click on offices, Purchasing, Solicitations/Awards, Request for Proposals/Addenda/Awards. Click on the solicitation 214-04-Serials.** It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB's or RFP's prior to submission. Failure to do so may cause your bid or proposal to be determined non-responsive. Longwood University will not mail or fax these documents

REPORTING:

The Contractor shall provide reporting as required in Section 6.7.5 of this RFP.

9. EVALUATION AND AWARD CRITERIA

The institution will consider only proposals meeting all of the mandatory specifications included in this RFP.

9.1. Evaluation Criteria. Proposals shall be evaluated by the institution using the following criteria.

	Point Value
Qualifications Financial stability of the company, Expertise of the company's personnel, Years of experience	25
References Favorable references from current academic accounts of similar size	10
Methodology Quality of training and support, Ability to meet mandatory and desirable requirements	40
Price Financial proposal including discounts, service charges, and ability to use American Express card	25

	100

9.2. Award of contract.

9.2.1. Multiple Awards. The right is reserved to make 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 issuing purchasing office.

9.2.2. Award of Contract. Selection may 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 Proposal (section 9.1) . Negotiations may be conducted with the offerors so selected. Price (discount service charge) shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the institution shall select the one or more offerors that have, in its opinion, made the best proposal(s). Contracts will be awarded to the offeror(s) who shall perform as (a) primary offeror(s). Multiple contracts may be awarded as a result of this RFP to no more than the two offerors whose responses receive the highest point totals.

9.2.3. Rejection of Proposals. The institution may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.)

Should it be determined in writing 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.

11. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each

subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- 1. **(For Invitation for Bids:)** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 - 2. **(For Request For Proposals:)** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the

face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-43 63*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly

complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST- 12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
1. Worker's Compensation - Statutory requirements and benefits.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage. (Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages are to include Products, Completed Operations Coverage and Garagekeeper's Liability.)
 4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

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

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)	\$1,700,000 per occurrence, \$3,000,000 aggregate (Increased limit effective July 1, 2003)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$ 500,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$ 100,000 per occurrence, \$ 300,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.state.va.us) for a minimum of 10 days and on the Longwood University Public Posting Board, Bristow Building and on the Longwood University website (www.longwood.edu/purchasing) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to

conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

12. **SPECIAL TERMS AND CONDITIONS**

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Longwood University will be used in product literature or advertising. The contractor shall not state in any of its 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.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
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.
4. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, §11-65D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
5. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

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

<u>From:</u>	_____	_____
Name of Bidder/Offeror	Due Date:	Time:
_____	_____	
Street or Box Number	IFB No./RFP. No.	
_____	_____	
City, State, Zip Code	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyer: _____

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

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

8. Longwood University does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. (Code of Virginia, § 11.41)

9. **LATE PROPOSALS:** To be considered for selection proposals must be received in the Materiel Management office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Materiel Management Office. Proposals received in the Materiel Management Office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the intradepartmental University Mail System. It is the sole responsibility

of the Proposer to insure that its proposal reaches the Materiel Management Office by the designated date and hour. Parking is difficult, plan to arrive early. If an offeror requires ADA accommodations to deliver proposals, please contact the Materiel Management office ten (10) days prior to solicitation opening.

10. **NEGOTIATION WITH LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 11-53 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.
11. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **Addendums:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted to the eVA (<http://www.dgs.state.va.us>) and **Longwood University Materiel Management website, <http://www.longwood.edu/>. Click on offices, Purchasing, Solicitations/Awards, Request for Proposals/Addenda/Awards. Click on the solicitation 214-04-Serials.** It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB's or RFP's prior to submission. Failure to do so may cause your bid or proposal to be determined non-responsive. Longwood University will not mail or fax these documents
13. **Longwood University shall not discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (Code of Virginia, X 11-44). Longwood University shall also not discriminate against faith-based organizations. (Code of Virginia § 11-41/02.)**
14. **EXTENSION OF CONTRACT:** At the sole discretion of the Commonwealth, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be extended annually upon mutual agreement for a period of four (4) one year renewals.

13.

ATTACHMENT A – OFFEROR DATA SHEET

TO BE COMPLETED BY THE OFFEROR

1. Qualification of Offeror: The offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. Years in Business. Indicate the length of time you have been in business providing this type of service. _____ Year(s) _____ Month(s)
3. Reference: Indicate below a listing of references from other colleges or universities as stated in the scope of work for whom you have provided this time of service. Include the date service was provided and the name and address of the person Longwood University has your permission to contact.

CLIENT	ADDRESS	CONTACT PERSON AND PHONE NUMBER

