



Virginia Commonwealth University

REQUEST FOR PROPOSALS
RFP #: 149024CM

Issue Date: April 5, 2006

Title: Book Binding Services

Issuing And Using Agency: Virginia Commonwealth University
Attention: Carol McKinley
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

Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM local time on May 5, 2006

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-1077, extension # 156 VOICE TDD: (800) 828-1120

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

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980616, RICHMOND, VA 23298-0616. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Virginia Commonwealth University, Department of Procurement and Payment, 737 N 5th St, 1st Floor, Richmond, VA 23219. The RFP number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

NAME AND ADDRESS OF FIRM:

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

MINORITY-OWNED BUSINESS: () YES () NO WOMEN-OWNED: () YES () NO
REGISTERED WITH eVA? () YES () NO SMALL BUSINESS: () YES () NO
DMBE CERTIFIED () YES () NO

PRE-PROPOSAL CONFERENCE: An optional Pre-Proposal conference will be held on April 19, 2006 @ 2:00 PM. See Section VIII, Page 48, herein.

THIS SOLICITATION CONTAINS 68 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 perform/provide the commercial library book binding products and services specified herein, for the VCU Libraries of Virginia Commonwealth University (the lead issuing institution), herein after referred to as "VCU," an agency of the Commonwealth of Virginia.

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

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

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

II. **OPTIONAL USE CONTRACT:**

The resulting contract(s) will be an optional use, 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 ranked nationally by the Carnegie Foundation as a top research institution in the United States. With more than 29,000 students, VCU is the largest public urban doctoral-granting university in Virginia. The university offers 181 certificate, undergraduate, graduate, professional and doctoral programs in 15 schools and one college. It is also home to one of the nation's leading academic medical centers.

VCU ranks among the top 100 universities in the country in sponsored research, with more than \$200 million in sponsored programs during fiscal year 2005. Twenty of the university's graduate and

professional programs are ranked among the best in the nation in *U.S. News & World Report's* "America's Best Graduate Schools." These include the number one ranked sculpture and nurse anesthesia programs.

VCU has a full-time instructional faculty of 1,700 -- many of them nationally and internationally recognized for excellence in the humanities, arts, sciences, engineering, education, social work, business and all of the health care professions. Dr. John B. Fenn, research professor in the department of chemistry and affiliate professor of chemical engineering, was one of three international scientists to be awarded the 2002 Nobel Prize in chemistry.

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

The Virginia Commonwealth University Medical Center stands alone as the only academic medical center in Central Virginia. The medical center includes the 780-bed MCV Hospitals and outpatient clinics, MCV Physicians -- a 600-physician-faculty group practice, and the health sciences schools of Virginia Commonwealth University. The VCU Medical Center offers state-of-the-art care in more than 200 specialty areas, many of national and international note, including organ transplantation, head and spinal cord trauma, burn healing and cancer treatment. The VCU Medical Center is the site for the region's only Level 1 Trauma Center. As a leader in healthcare research, the VCU Medical Center offers patients the opportunity to choose to participate in programs that advance evolving treatment, such as those sponsored by the National Cancer Institute through VCU's Massey Cancer Center, Virginia's first NCI-designated cancer center.

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

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the VCU School of Engineering and the Virginia Biotechnology Research Park. With the completion of the new Philip Morris Research and Technology Center, the Park will be two-thirds developed and encompass more than 1.2 million square feet of space in nine buildings that house more than 2,000 scientists, researchers, engineers and technicians in fields that include drug development, medical diagnostics, biomedical engineering, forensics and environmental analysis.

VCU is an economic engine in the greater Richmond area. The university and its medical center have combined budgets that exceed \$1.5 billion. Together, VCU and the VCU Medical Center are the largest-single employer in the Richmond area with about 9,800 full-time and 5,500 part-time employees. Two-thirds of VCU's 110,000 alumni also live and work in Virginia.

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

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

IV. STATEMENT OF NEEDS:

A. Background Information:

1. The binding of current periodical titles and paperback monographs, and the rebinding of damaged items, is centralized within the Preservation Department's Collections, Technical Services and Information Systems Division.
2. The following quantities represent the **estimated** number of items for which VCU **may** require binding services during the 2006 – 2007 contract period:

<u>Item:</u>	<u>Estimated Number of Volumes:</u>
a. Clamshell boxes	50;
b. Media-paks	50;
c. Monographs:	
(1) Economy monographs	800;
(2) Standard monographs	2,000;
d. Periodicals:	
(1) Custom periodicals	500;
(2) Standard periodicals	6,000;
e. Pamphlets	100;
f. Phase boxes	50;
g. Recases	700; and
h. Theses / Dissertations	2,000.

3. Item Lots:

- a. VCU defines a lot based upon the:
 - (1) Type of items or the type of binding service required; and the
 - (2) Location within the library (e.g., "Reference," "Special Collections," etc.).
- b. VCU divides lots between the:
 - (1) James Branch Cabell Library (JBC); and the
 - (2) Tompkins-McCaw Library (TML).
- c. VCU's current lot definitions include:
 - (1) For the James Branch Cabell Library:
 - (a) JP (JBC Periodicals);
 - (b) JG (JBC Government Documents Periodicals);
 - (c) JR (JBC Reference Periodicals);
 - (d) JS (JBC Special Collections Periodicals);
 - (e) JST (JBC Standard Monograph);
 - (f) JRC (JBC Recase);

- (g) JPS (JBC Paperback-Economy);
- (h) JCCE (JBC Copi-Cover Economy);
- (i) JCCR (JBC Copi-Cover Recase);
- (j) JRST (JBC Reference Standard Monograph);
- (k) JRRC (JBC Reference Recase);
- (l) JRPA (JBC Reference Paperback-Economy);
- (m) JPAM (JBC Pamphlet);
- (n) JT_D (JBC Thesis / Dissertation);
- (o) JBOX (JBC Clamshell Box);
- (p) JSP (JBC Special Project);
- (q) MREC (Media Recase);
- (r) MPAP (Media Paperback-Economy);
- (s) MPAM (Media Pamphlet); and
- (t) MPAK (Media-pak).

(2) For the Tompkins-McCaw Library:

- (a) TP (TML Periodicals);
- (b) TG (TML Government Documents Periodicals);
- (c) TR (TML Reference Periodicals);
- (d) TS (TML Special Collections Periodicals);
- (e) TST (TML Standard Monograph);
- (f) TRC (TML Recase);
- (g) TPS (TML Paperback-Economy);
- (h) TCCE (TML Copi-Cover Economy);
- (i) TCCR (TML Copi-Cover Recase);
- (j) TRST (TML Reference Standard Monograph);
- (k) TRRC (TML Reference Recase);
- (l) TRPA (TML Reference Paperback-Economy);
- (m) TPAM (TML Pamphlet);
- (n) TT_D (TML Thesis / Dissertation);
- (o) TBOX (TML Clamshell Box); and
- (p) TSP (TML Special Project).

B. Book Binding Services:

1. General Requirements:

a. Services:

At minimum:

- (1) The Contractor should perform/provide all labor, supervision, materials, supplies, equipment, transportation (i.e. via third-party services and/or the Contractor's proprietary vehicles), and incidentals, etc., necessary to perform/provide the commercial library book binding services as specified herein:

- (a) The Contractor should perform/provide a full range of commercial library book binding services to include, but not limited to:
 - (i) Binding;
 - (ii) Recasing;
 - (iii) Repairs;

- (iv) Rounding and backing;
 - (v) Security strip application; and
 - (vi) Stubbing, etc.
- (b) The Contractor should perform/provide a full range of commercial library book binding services for the following, but not limited to, types of items:
- (i) Books, to include:
 - Economy books;
 - Standard books;
 - (ii) Clamshell boxes;
 - (iii) "Copi-cover" books;
 - (iv) "Media-paks";
 - (v) Monographs:
 - Economy monographs;
 - Standard monographs;
 - (vi) Pamphlets;
 - (vii) Phase boxes;
 - (viii) Periodicals, to include:
 - Custom periodicals;
 - Standard periodicals;
 - (ix) Protective enclosures; and
 - (x) Theses / dissertations.
- (c) The Contractor should perform/provide a full range of ancillary services, to include, but not limited to:
- (i) Conservation treatments;
 - (ii) Digitization;
 - (iii) Printing-on-demand and Binding-on-demand; and
 - (iv) Shelf preparation.
- (2) The Contractor should communicate any proposed changes to the manner in which the Contractor performs/provides book binding services for VCU, **in writing** to VCU:
- (a) The Contractor should not implement any changes in the manner in which the Contractor performs/provides book binding services for VCU, without prior written consent from VCU, to include, but not limited to, changes pertaining to:
- (i) Book binding materials and methods;
 - (ii) Procedures - e.g.:
 - Pick-up / delivery;
 - Completion (return time frame);
 - Inspection / packaging / labeling / shipment;
 - Lost, incorrect and damaged items; and
 - Invoicing, etc.; and
 - (iii) Subcontracting relationships (as applicable).

b. Binding Tickets:

At minimum:

- (1) The Contractor should provide binding tickets, upon request by VCU, at no additional cost to VCU.

Note: VCU will prepare the binding ticket for each item to be bound.

- (2) Each binding ticket should include the information specified for each data field identified in **Section IV**, the “**STATEMENT OF NEEDS**,” section “**G**,” item “**3.c.(1)(a)**” through “**3.c.(1)(o)**.”

2. Binding Requirements:

At minimum:

a. Specifications:

- (1) All items should be bound in accordance with the technical and material specifications presented in the **American National Standards Institute (ANSI) / National Institute for Standards Organization (NISO) / Library Binding Institute (LBI) Standard for Library Binding, 9th edition, 2000 (the “Standard”).**

- (2) In the event specification options are presented in the Standard and/or VCU requires specifications that are not included in the Standard, the Contractor should adhere to the binding guidelines herein (refer to **Section IV**, the “**STATEMENT OF NEEDS**,” section “**B**,” item “**2.b.(1)**” through “**2.b.(10)(a)(ii)**”):

Note:

- The relevant section of the Standard is identified in parentheses (as applicable).
- These binding guidelines should clarify and expand the Standard; they should not replace the Standard.

b. Guidelines:

- (1) Examination and Collation (6.0):

- (a) Pre-Inspection:

- (i) The Contractor should inspect all items **prior** to binding; **and** identify all damaged leaves and peculiarities of the paper or construction that might make binding inadvisable.
- (ii) The Contractor should notify VCU about affected items; and should return the affected items to VCU, unbound, upon authorization by VCU.

(b) OCR / Barcode Labels:

- (i) The Contractor should not remove a leaf with an OCR or barcode label attached to it, except when the label is on an endpaper.

(c) Custom Periodical Collation (6.2):

- (i) The Contractor should perform/provide the services identified in the Standard, in any combination, as requested by VCU, on a title-by-title basis.
- (ii) The Contractor should not remove the cover of any issue of any serial volume.

(d) Standard Periodical Collation (6.3):

- (i) If out of sequence, the Contractor should correctly arrange the:
 - Title page;
 - Table of contents; and
 - Issues.
- (ii) The Contractor should not re-arrange supplements or indexes.
- (iii) The Contractor should not remove the cover of any issue of any serial item.

(e) Repairs (6.4):

- (i) The Contractor should mend paper tears using a transparent, pressure-sensitive, archival quality repair tape.

(f) Maps / Illustrations / Folded Sheets / Loose Materials (6.5):

- (i) The Contractor should exercise the options for binding items with maps, illustrations and/or folded sheets in the following order:
 - First Option: The Contractor should select a method of leaf attachment that does not destroy or obscure the contents of the affected item.
 - Second Option: The Contractor should leave the text block untrimmed.
 - Third Option: The Contractor should construct a pocket from cloth; and attach the cloth pocket to the inside of the back cover.
 - Fourth Option: The Contractor should notify VCU about affected item, if the Contractor

determines that none of the options are appropriate; and should return the affected item(s) to VCU, unbound, upon authorization by VCU.

- (ii) The Contractor should construct a pocket from cloth, and attach the cloth pocket to the inside of the back cover for any loose materials, including music parts; the pocket should firmly support the materials it encloses.

(2) Attaching the Leaves (7.0):

- (a) Method: The Contractor should use the method of leaf attachment for periodicals and monographs, in accordance with the following order / guidelines, beginning with the “preferred” method:

Note: VCU may present special instructions, for individual items, that may supersede this order and the associated guidelines.

(i) Periodical Volumes (5.2):

- Preferred: The Contractor should sew through the fold by machine, if all issues of the item are single signatures that do not exceed the maximum thickness accepted by the machine:
 - The Contractor should sew signatures on tapes where appropriate (7.2.1.2).
- First Alternative: The Contractor should sew through the fold by hand, if:
 - All issues of the item are single signatures; and
 - At least one issue exceeds the maximum thickness accepted by the machine (7.2.1.1).
- Second Alternative: The Contractor should use double-fan adhesive with notches, if:
 - Any (or none) of the issues of the item are single signatures; and if the
 - Item is two (2) inches thick or less.
 - Notches along the spine edge should:
 - Penetrate each leaf one-eighth (1/8) inch; and should be

- Evenly spaced no more than a half (1/2) inch from each other (7.3.1, 7.3.3).
 - Third Alternative: The Contractor should notify VCU about affected items, if the Contractor determines that none of the methods are appropriate; and should return the affected item(s) to VCU, unbound, upon authorization by VCU.
- (ii) Monograph Volumes (Including Recases, Theses / Dissertations, Economy Bindings and Media-Paks) (5.1):
- Preferred (Except for Economy Bindings): The Contractor should recase if the:
 - Textblock consists of signatures sewn together; and if the
 - Original sewing thread is strong and unbroken (7.1.1).
 - First Alternative: The Contractor should sew through the fold by machine, if the item is a single signature:
 - Stitches should be at least a half (1/2) inch apart (7.2.1.2).
 - Second Alternative: The Contractor should sew through the fold by hand, if the item is a single signature, but is too thick to be sewn by the machine (7.2.1.1).
 - Third Alternative: The Contractor should use double-fan adhesive, if the item:
 - Is not a single signature; and if the
 - Item is two (2) inches thick or less:
 - In the event the paper:
 - Is coated and is thicker than normal stock; or if the item
 - Is two (2) to two and a half (2 ½) inches thick,

the binding edge should be notched. Notches along the spine edge:

- Should penetrate each leaf one-eighth (1/8) inch; and should be
- Evenly spaced no more than a half (1/2) inch from each other (7.3.1, 7.3.3).
- Fourth Alternative: The Contractor should notify VCU about affected items, if the Contractor determines that none of the methods are appropriate; and should return the affected item(s) to VCU, unbound, upon authorization by VCU.

Note: VCU defines pamphlets as a monograph with less than 100 pages; pamphlets that are in:

- A single signature should be sewn through the fold.
- Single sheets should be bound with an adhesive.

(3) Endpaper Construction (7.1.2):

(a) Sewing Through the Fold - Multiple Signatures (7.1.2.1):

- (i) The Contractor should use an endpaper with "a single leaf hinged with reinforcing cloth to a single folded sheet."
- (ii) The Contractor should construct the endpaper in the exact method described by the Library Binding Service (LBS) as the "Smyth Style Conservation Endpaper."

(b) Recasing (7.1):

- (i) The Contractor should use the first (1st) choice of endpaper construction as described in section 7.1.2.1 of the Standard:

"a single leaf hinged with reinforcing cloth to a single folded sheet."

- The Contractor should construct the endpaper in the exact method described by the Library Binding Service (LBS) as the "Smyth Style Conservation Endpaper."

- (ii) For text blocks that are sewn through the fold, the Contractor should:
 - Sew the endpapers through the fold; and
 - Attach the endpapers by sewing through the fold of at least the outermost signature:
 - The Contractor should sew the two (2) outermost signatures through the fold when the original stitching is loose.

(4) Lining the Spine (11.0, 7.3.4):

- (a) The Contractor should reinforce the spine with an additional layer of material to support the spine, for:
 - (i) All items over one and a half (1-1/2) inches, and which have been sewn through the fold or recased; and
 - (ii) All items two and a half (2-1/2) inches wide.

(5) Trimming the Textblock (8.0):

(a) Replacement Pages / Issues:

- (i) The Contractor should trim replacement pages / issues to match the same size as the rest of the item; and should ensure that no text is lost.

Note: VCU will trim photocopied replacement pages to a size that does not exceed the size of the rest of the item by more than one (1) inch.

(b) No Trim:

- (i) The Contractor should leave the text block untrimmed, upon request by VCU.

(c) Stubbing:

- (i) The Contractor should use stubbing when practical to:
 - Compensate for size differences among issues within an item:
 - In no case should the Contractor trim an issue to less than a half-inch (1/2) margin to make it conform to the other issues within the item;
 - Compensate for thick pockets; and to
 - Correct text blocks that flare out toward the fore edge.

- (ii) In the event the Contractor is binding serial parts of different heights together, the Contractor should ensure that the bottom of the text block is flush.
- (iii) Stubbing should not exceed 1" wide.
- (d) Slitting Signatures:
 - (i) In the event a single signature monograph, or serial part, must have its leaves attached by a method other than sewing through the fold, the Contractor should slit the signature by hand to ensure equal inner margins on all leaves.
- (e) Removing Security Strips:
 - (i) VCU applies a security strip to selected unbound periodical issues:
 - The Contractor should remove the security strip before attaching the leaves if:
 - Trimming the spine of an issue does not completely remove the security strip; or if the
 - Issue is slit through the fold.
- (f) Maps / Illustrations / Folded Sheets:
 - (i) The Contractor should not trim any text block that has folded sheets that should be bound in the case. (Refer to **Section IV**, the "**STATEMENT OF NEEDS**," section "**B**," item "**2.b.(1)(f)**.")
- (6) Covering Materials (18.1):
 - (a) Books:
 - (i) The Contractor should only use Group F Buckram (or an equivalent that meets ANSI Standard L29.1-1977, *Fabrics for Book Covers*):
 - The Contractor may substitute a Group C book cloth (linen finish) that meets ANSI Standard L29.1-1977, for economy book bindings.
 - (b) Theses / Dissertations:
 - (i) The Contractor should only use Group F, black Buckram, unless otherwise authorized by VCU.

- (c) Color:
- (i) For all types of bindings, the Contractor should use the color of the covering material selected by VCU:
- In the event VCU does not indicate a color on the binding ticket, the Contractor should select the color.
- (d) Method for Recases and Economy Bindings:
- (i) The Contractor should offer a variety of binding methods for recases and economy bindings, that reproduce the original cover of the binding.
- (7) Stamping the Covering Material (12.2, 22.0):
- (a) Size and Orientation:
- (i) The Contractor should use the spine print format in accordance with the following order / guidelines, beginning with the “preferred” method:
- Preferred: 18 point horizontal.
 - First Alternative: 14 point horizontal.
 - Second Alternative: 18 point vertical.
 - Third Alternative: 14 point vertical.
 - Fourth Alternative: The Contractor should notify VCU about affected items, if the Contractor determines that none of the formats are appropriate; and should return the affected item(s) to VCU, unbound, upon authorization by VCU.
- (b) Minimum Limitations:
- (i) The Contractor should 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.
- (c) Hyphenation:
- (i) The Contractor should hyphenate words in a spine title when necessary, according to standard hyphenation rules, in order to make a horizontal format possible:
- The Contractor should not use more than two (2) hyphenation marks within a word.

(d) Call Numbers:

- (i) If possible, the Contractor should stamp call numbers horizontally, even if the title is stamped vertically:
- In the event it is not possible to stamp the call number horizontally, the Contractor should stamp the call number vertically:
 - The last line or character of a call number should be positioned one (1) inch from the bottom of the spine.
 - In the event the call number cannot be stamped vertically, the Contractor should stamp the call number on the lower left corner of the front cover:
 - A half (1/2) inch from the bottom of the volume; and a
 - Half (1/2) inch from the joint.

(e) Volume / Part / Date Designation:

- (i) The Contractor should always stamp volume / part / date designations horizontally.

(f) Color:

- (i) The Contractor should allow VCU the option to decide on the color of stamping foil for new serial titles, on a title-by-title basis:
- In the event VCU does not indicate a color on the binding ticket, the Contractor should select the color.
- (ii) The Contractor should only use gold foil color for theses / dissertations, unless otherwise authorized by VCU.
- (iii) The Contractor should only use white foil color for monographs, unless otherwise authorized by VCU.

(g) Upper / Lower Case Lettering:

- (i) The Contractor should offer lettering in both upper and lower case.

(h) Non-Roman Letters:

- (i) The Contractor should provide the following Greek letters for stamping titles:
- Alpha;

- Beta;
- Delta;
- Gamma;
- Omega; and
- Sigma.

(8) Assembling the Case (12.5):

(a) Library Corners:

- (i) The Contractor should make library corners for all items, at no additional cost to VCU.

(9) Casing-In (13.0):

(a) Security Strips:

- (i) The Contractor should apply one (1) single side adhesive, programmable security strip to the spine lining cloth:
- The security strip should be compatible with the 3M Circulation Detection System™, utilized by VCU.

(b) Flush Bottom:

- (i) The Contractor should bind the text block of an item that is more than two and a half (2 ½) inches thick, flush with the bottom of the case:
- The Contractor should eliminate the square at the tail of an item by custom cutting the boards.

(10) Adhesives (19.1):

(a) Specifications:

- (i) The Contractor should use adhesives that meet the Standard's specifications for:
- Strength of leaf attachment (19.5.1);
 - Openability (19.5.2);
 - Joint strength (19.5.3); and
 - Durability (19.5.4).
- (ii) The Contractor should only use an internally plasticized polyvinyl acetate (PVA) adhesive (19.2) for the binding and casing-in.

3. Protective Enclosures:

a. Boxes:

At minimum:

(1) Construction Material (Boards):

- (a) The Contractor should construct all boxes, including clamshell boxes, from alkaline buffered boards, using the color and weight of board requested by VCU.

(2) Configuration:

- (a) The Contractor and VCU should mutually establish the box configuration

(3) Dimensions:

- (a) The Contractor should construct boxes only from the item dimensions provided to the Contractor by VCU.

b. Media-Paks:

At minimum:

(1) Definition:

- (a) The Contractor should offer "media-paks," which should be defined as a type of binding that incorporates all formats of a multimedia title.

(2) Embedding:

- (a) The Contractor should embed all multimedia in chemically stable, non-yellowing foam.

(3) Construction:

- (a) The Contractor should cut the foam to fit the multimedia as the multimedia is submitted for binding.

4. Ancillary Services:

a. Conservation Treatments.

At minimum:

- (1) The Contractor should provide conservation services that include, but are not limited to:

- (a) Custom boxes;
- (b) Deacidification;
- (c) Encapsulation;
- (d) Leather binding and restoration;
- (e) Paper restoration; and
- (f) Presentation bindings.

b. Digitization:

At minimum:

- (1) The Contractor should scan VCU content using a scanner rendering 600dpi.
- (2) The Contractor should identify files in accordance with VCU protocols.

Note: All files should become the sole property of VCU.

c. Printing-On-Demand / Binding-On-Demand:

At minimum:

- (1) The Contractor should identify titles available for print- and bind-on-demand purchase.

d. Shelf Preparation:

At minimum:

- (1) The Contractor should apply:
 - (a) Date due slips inside the front cover;
 - (b) Property stamps on the top edge; and
 - (c) Duplicate barcodes one inch (1") from the head of the back cover.

5. Changes in Book Binding Services:

At minimum:

- a. All changes proposed by the Contractor should have undergone extensive, documented, testing by the:
 - (1) ANSI;
 - (2) NISO;
 - (3) LBI; or
 - (4) Another approved LBI testing laboratory that measures:
 - (a) Durability;
 - (b) Chemical stability;
 - (c) Functional; and
 - (d) Strength qualities.
- b. The results of the tests should clearly indicate that the proposed changes will achieve better protection and greater longevity of the text block.
- c. The Contractor should not implement any changes (e.g., new endpaper designs, adhesives, revised specifications for notching spines of adhesive bound items, etc.), to include changes that conform to the Standard, in the manner in which the Contractor performs/provides book binding services for VCU, without prior written authorization from VCU:

C. Material Pick-Up / Delivery Requirements:

At minimum:

1. The Contractor should perform/provide pick-up / delivery service at no additional cost to VCU (also refer to **Section IV**, the “**STATEMENT OF NEEDS**,” section “**D**”):
 - (a) Time Frame:
 - (1) The Contractor should perform/provide pick-ups / deliveries Monday through Friday (excluding VCU observed holidays), between 8:00 AM and 4:00 PM.
 - (2) In the event the Contractor cannot deliver on a scheduled day (refer to **Section IV**, the “**STATEMENT OF NEEDS**,” section “**C**,” item “**1. (c)**”) before 4:00 PM, the Contractor should notify VCU at least **twenty-four (24) hours** in advance.
 - (b) Location: The Contractor should pick-up and deliver items at/to the:

VCU Libraries
James Branch Cabell Library (JBC)
Preservation Department
Room 231
Richmond, VA 23284
 - (c) Frequency / Schedule:
 - (1) The Contractor should make regularly scheduled pick-ups / deliveries **no less than every fourteen (14) calendar days**.
 - (2) The Contractor should provide VCU with the coming year's pick-up / delivery schedule by **December 1st** of the preceding year.
 - (3) The Contractor should not alter the frequency or schedule without prior authorization from VCU; and should provide VCU with at **least thirty (30) calendar days** notice **before** the proposed change(s) is/are to become effective.

D. Item Inspection / Packaging / Labeling / Shipment Requirements:

1. Inspection:

At minimum:

- a. The Contractor should inspect all items bound for VCU, for defects in construction and lettering:
 - (1) The Contractor should repair or rebind incorrectly bound and damaged items, at no additional cost to VCU (refer to **Section IV**, the “**STATEMENT OF NEEDS**,” section “**F**,” item “**2**” and “**3**”).
- b. The Contractor should wipe the items clean (as necessary) before the items are packed and shipped to VCU.

2. Packaging:

a. Cartons:

At minimum:

- (1) The Contractor should provide VCU, at no additional cost to VCU, with sturdy cartons for shipping materials from VCU to the Contractor's bindery.
- (2) The Contractor should utilize sturdy cartons for shipping materials from the Contractor's bindery to VCU.
- (3) The Contractor should replace damaged and worn cartons, upon request by VCU, at no additional cost to VCU.

b. Wrapping Devices:

At minimum:

- (1) The Contractor should return (or provide), at no additional cost to VCU, all cotton pull strings with the shipment, in an envelope.

c. Binding Tickets:

At minimum:

- (1) The Contractor should return each bound item with the binding ticket that documents the binding instructions originally prepared by VCU for that item.

d. Binding Slips (Serials and Monographs):

At minimum:

- (1) The Contractor should attach a binding slip to the cover of the first (1st) issue of a serial item; and to the first (1st) page following the title page of a monograph.
- (2) The Contractor should attach the binding slip in a:
 - (a) Non-damaging manner (e.g., no cellophane tape); and in a
 - (b) Manner by which the binding slip can be easily removed.

3. Labeling:

At minimum:

a. The Contractor should clearly mark each carton with the:

- (1) Lot name; and the
- (2) Number of items in each carton.

4. Shipment:

At minimum:

- a. The Contractor should ship (return) items to VCU, in the lot(s) as defined by VCU (refer to **Section IV**, the “**STATEMENT OF NEEDS**,” section “**A**,” item “**3**”) for each shipment; i.e. the Contractor should ship (return) items in the same lot(s) in which the items were received by the Contractor, from VCU.
- b. The Contractor should ship (return) items to VCU in complete lots; the Contractor should not hold any items within a lot from shipment, without prior authorization from VCU.

In the event VCU authorizes the Contractor to deliver an incomplete lot:

- (1) The Contractor should document the incomplete shipment on the invoice by identifying the:
 - (a) Number of items not returned;
 - (b) Titles; and
 - (c) Volume / date designations.
- (2) The Contractor should subsequently ship these items to VCU via an express delivery service (i.e. via third-party services and/or the Contractor's proprietary vehicles), as soon as they are bound, at the Contractor's sole expense.

E. Completion (Return) Requirements:

1. Time Frame:

- a. The Contractor should bind and return all items to VCU within **fourteen (14) calendar** days of the date of pick-up (refer to **Section IV**, the “**STATEMENT OF NEEDS**,” section “**C**,” item “**1.(c)(1)**”):

Note: The following types of materials are exempted from the fourteen (14) calendar day return requirement:

- Protective enclosures; and
- Special attention items.

- b. The Contractor and VCU should mutually establish any changes and deviations (i.e. exempted materials) from the fourteen (14) calendar day return requirement.

2. Penalty for Late Returns:

At minimum:

- a. The Contractor should credit VCU's account **five (\$5)** dollars per calendar week, for **each** overdue item.

F. Lost Item / Incorrect Binding / Irreparable / Damaged Item Requirements:

1. Lost Items:

a. Definition:

- (1) The Contractor should consider any item(s) not returned to VCU within **fourteen (14) calendar days** (refer to **Section IV**, the **“STATEMENT OF NEEDS,”** section **“C,”** item **“1.(c)(1)”**) unless otherwise authorized by VCU), to be lost.

b. Replacement Cost:

At minimum:

- (1) Upon notice by VCU, the Contractor should credit VCU in the amount of the total replacement cost for an item lost by the Contractor; the total replacement cost should be determined by the:

- (a) Actual price paid by VCU to replace the item (or the appraised value for an irreplaceable item);

Note: VCU reserves the right to secure an independent appraisal, at the Contractor's sole expense.

plus:

- (b) The processing fee for the:

- (i) Searching;
(ii) Cataloging; and
(iii) Binding of the item.

Note: The processing fee for the term of the contract (to include the initial term and each subsequent renewal term) should be **thirty-five (\$35.00)** dollars.

- (2) The Contractor should issue a credit memo to VCU in the amount of the total replacement cost, within **four (4) weeks** of notification of the lost item(s) by VCU.

c. VCU Obligations:

VCU will:

- (1) Track and report lost items to the Contractor, as applicable.

2. Incorrect Binding:

a. Definition:

- (1) The Contractor should define an incorrect binding in accordance with VCU's quality control procedures (refer to **“ATTACHMENT B”**); an incorrect binding should include, but not be limited to, errors pertaining to:

- (a) Improperly stamped spine information attributable to the Contractor;
- (b) Improper choice of leaf attachment;
- (c) Improper choice of endpaper construction;
- (d) Poor workmanship;
- (e) Not following special instructions, etc.

b. Error Rate:

- (1) The Contractor should not exceed a **two (2%) percent** error rate for items bound, within any **three (3) month** period.

c. Corrections:

At minimum:

- (1) The Contractor should correct errors, using archival quality materials, at no additional cost to VCU.

Note: VCU reserves the option to correct errors in-house, at VCU's sole discretion.

d. Return of Corrected Items:

At minimum:

- (1) The Contractor should return corrected items to VCU **within fourteen (14) calendar days** of the date of pick-up of the incorrect item(s) from VCU, at no additional cost to VCU.

e. VCU Obligations:

VCU will:

- (1) Track and report incorrect bindings to the Contractor, as applicable.

3. Damaged Items:

a. At minimum:

The Contractor should:

- (1) Correct any damage, caused by the Contractor, using archival quality materials, at no additional cost to VCU; or
- (2) Credit VCU in the amount of the total replacement cost for the item damaged by the Contractor; the total replacement cost should be determined by the:

- (a) Actual price paid by VCU to replace the item (or the appraised value for an irreplaceable item);

Note: VCU reserves the right to secure an independent appraisal, at the Contractor's sole expense.

plus:

(b) The processing fee for the:

- (i) Searching;
- (ii) Cataloging; and
- (iii) Binding of the item.

Note:

- The processing fee for the term of the contract (to include the initial term and each subsequent renewal term) should be **thirty-five (\$35.00)** dollars.
- In the event a **thesis or dissertation** is damaged in the bindery process, the Contractor should credit VCU for all:
 - Paper;
 - Printing; and
 - Binding costs, incurred by the VCU Libraries' customer (e.g. student, faculty member);

plus:

- **Ten (\$10.00)** dollars for each copy of the thesis or dissertation that was damaged.

(c) The Contractor should issue a credit memo to VCU in the amount of the total replacement cost, within **four (4) weeks** of notification of the damaged item by VCU.

b. VCU Obligations:

VCU will:

- (1) Provide the Contractor with documentation of the actual costs incurred by the VCU Libraries' customer, with regard to a damaged thesis or dissertation.
- (2) Track and report damaged items to the Contractor, as applicable.

4. Irreparable Items:

a. Definition:

- (1) The Contractor should define an irreparable item as an item that cannot be corrected without:
 - (a) Permanently damaging the item; or
 - (b) Making the item unbindable.

b. Replacement Cost:

At minimum:

(1) Upon notice by VCU, the Contractor should credit VCU in the amount of the total replacement cost for an irreparable item; the total replacement cost should be determined by the:

(a) Actual price paid by VCU to replace the item (or the appraised value for an irreplaceable item);

Note: VCU reserves the right to secure an independent appraisal, at the Contractor's sole expense.

plus:

(b) The processing fee for the:

- (i) Searching;
- (ii) Cataloging; and
- (iii) Binding of the item.

Note: The processing fee for the term of the contract (to include the initial term and each subsequent renewal term) should be **thirty-five (\$35.00)** dollars.

(2) The Contractor should issue a credit memo to VCU in the amount of the total replacement cost, within **four (4) weeks** of notification of the irreparable item by VCU.

c. VCU Obligations:

VCU will:

(1) Track and report irreparable items to the Contractor, as applicable.

G. Automated Binding Preparation System:

1. General Requirements:

a. Functionality:

At minimum:

(1) The Contractor should provide VCU with an automated binding preparation system, at no additional cost to VCU, to:

- (a) Maintain VCU's binding database of serial and set titles; and to
- (b) Create binding instruction records.

(2) The automated binding preparation system should be capable of transferring binding data electronically from VCU to the Contractor.

b. Separate Databases:

At minimum:

- (1) The Contractor's automated binding preparation system should have the capability of storing separate databases for each VCU library branch, i.e. the:
 - (a) James Branch Cabell Library (JBC); and the
 - (b) Tompkins-McCaw Library (TML).

c. Software / Documentation / Training:

At minimum:

- (1) The Contractor should provide VCU staff with all of the:
 - (a) Networked software;
 - (b) Documentation; and
 - (c) Training,necessary for implementing the automated binding preparation system; and for VCU's full use of the automated binding preparation system, at no additional cost to VCU.

d. Warranty Against Shutdown Devices:

At minimum:

- (1) The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU references, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

2. Network Requirements:

At minimum:

- a. The automated binding preparation system's configuration file should:
 - (1) Operate on VCU's local area network of workstations; and
 - (2) Be compatible with:
 - (a) Windows XP Professional;
 - (b) A Pentium 4 processor or above;
 - (c) 256 RAM or above; and
 - (d) A Z38.50 network connection.

3. Database Requirements:

a. Content:

At minimum:

- (1) Each database should include a complete set of VCU's current serial titles.

b. Database Records / Ownership:

At minimum:

- (1) VCU should have the ability to add and delete records.
- (2) All database records should remain the property of VCU (also refer to **Section X**, the "**SPECIAL TERMS AND CONDITIONS**," item "**14**").

c. Fixed Data Fields:

At minimum:

- (1) Each record in the database should include fields for the following information:
 - (a) Binding frequency;
 - (b) Buckram color;
 - (c) Call number;
 - (d) Collation instructions / type of collation (i.e. standard or custom);
 - (e) Foil color;
 - (f) ISSN / ISBN;
 - (g) Item number;
 - (h) Library branch;
 - (i) Library location (e.g., "Reference," "Special Collections," etc.);
 - (i) Lot number;
 - (j) Shipment number;
 - (k) Text space for notes;
 - (l) Text space for special instructions;
 - (m) Title and author:

Note: The title and author information should be capable of being formatted so that it appears in the database, as it should be appear on the spine.

- (n) Trim / no trim instructions; and
- (o) Volume / date designation:

Note: Any fixed element of the designation should be capable of being formatted so that it appears in the database as it should appear on the spine.

If there is **no** fixed element, the type of designation should be capable of being indicated in the database (e.g, fixed part = "VOL."; no fixed part = "year").

- (2) VCU should have the ability to edit fixed information (refer to **Section IV**, the “**STATEMENT OF NEEDS**,” section “**G**,” item “**3.c.(1)(a)**” through “**3.c.(1)(o)**”).

d. History File:

At minimum:

- (1) The database should include a binding “History File.”
- (2) Records for **no fewer than** the last **six (6)** bound items of a serial should be stored in the “History File.”
- (3) Each record in the “History File” should include the:
 - (a) Fixed data fields / information (refer to **Section IV**, the “**STATEMENT OF NEEDS**,” section “**G**,” item “**3.c.(1)(a)**” through “**3.c.(1)(o)**”);
 - (b) Date the item was shipped to, and received from, the Contractor; and the
 - (c) Volume designation as it appears on the spine of the item.

e. Access / Search Navigation:

At minimum:

- (1) VCU should be capable of accessing the database records (to include the “History File” database records) directly from the binding preparation function.
- (2) VCU should be capable of searching the database records (to include the “History File” database records) through a variety of methods, to include, but not limited to the:
 - (a) Call number;
 - (b) Full or short title;
 - (c) ISSN or ISBN;
 - (d) Library branch; and
 - (e) Shipment number.

Note: Searches should yield reliable results within **five (5) seconds**.

4. Storage Capacity Requirements:

At minimum:

- a. The automated binding preparation system should have the storage capacity necessary to accommodate all of VCU’s database records (to include those records stored in the “History File”).

5. Back-Up Requirements:

At minimum:

- a. The automated binding preparation system should include, at no additional cost to VCU:
 - (1) A back-up database of VCU's records; and a
 - (2) Method for VCU to maintain / update the record information in the back-up database.
- b. The back-up database should be stored on a removable medium or on a separate physical device.

6. Support / Maintenance Requirements:

At minimum, the Contractor should:

- a. Provide all support / maintenance for the automated binding preparation system, at no additional cost to VCU.
- b. Perform all support / maintenance Monday through Friday (excluding VCU observed holidays), between 8:00 AM and 4:00 PM.
- c. Respond (via telephone and/or coming on-site at VCU, as applicable) within **one (1) business day** of VCU's request for support.
- d. Complete all support / maintenance within **twenty-four (24) hours** of initially responding to VCU's request for support.

7. Reports:

At minimum:

- a. The automated binding preparation system should be capable of generating reports that document the items prepared for binding; and reports that document the items at the bindery.
- b. Reports pertaining to items prepared for binding, **and** to items at the bindery, should include the following information:
 - (1) Library location;
 - (2) Shipment number;
 - (3) Title;
 - (4) Call number;
 - (5) Volume designation; and
 - (6) Staff identification.
- c. Reports pertaining to items prepared for binding, **and** to items at the bindery, should be capable of being sorted by:
 - (1) Library location;
 - (2) Shipment number; **and then:**

- (a) Alphabetically by title or by call number, as requested by VCU.

8. VCU Obligations:

VCU will:

- a. Enter and maintain / update the database content (i.e. records).

H. Invoice Requirements:

1. Process Requirements:

At minimum:

a. Separate Invoices:

- (1) The Contractor should issue a separate invoice for each lot defined by VCU within each shipment.

Note: The Contractor may combine similar lots (e.g. combine all "Media" lots for the JBC; or all "Reference" lots for the TML) on an invoice, provided the applicable lot is clearly documented in the line item charge information (refer to **Section IV**, the "**STATEMENT OF NEEDS**," section "**H**," item "**2**").

b. Triplicate Form:

- (1) The Contractor should issue each Invoice in triplicate form.

2. Data Requirements:

At minimum:

- a. In addition to the requirements specified in **Section IX**, the "**GENERAL TERMS AND CONDITIONS**," section "**J**," item "**1.a.**," and in **Section XI**, the "**METHOD OF PAYMENT**," all invoices should include the following data:

- (1) Line Item Charges: Each line item on an invoice should itemize the fees for that specific line item, to include, but not limited to, the:
- (a) Number of items;
 - (b) Service fee(s) per item (e.g. standard periodical - sew through fold by machine fee, standard monograph – recase fee, custom periodical - double-fan adhesive fee, security strip application fee, stubbing fee, rush service fee, etc.; refer to "**ATTACHMENT A**," the "**PRICING SCHEDULE**," section "**1.A**"); and the
 - (c) Total price for that line item.

3. Delivery Requirements:

At minimum:

- a. The Contractor should submit each invoice to the:

VCU Libraries
James Branch Cabell Library (JBC)
Preservation Department
Room 231
Richmond, VA 23284
- b. Invoices should arrive at VCU within **four (4) business days** from the date the shipment was delivered.

I. Contractor Personnel Requirements:

1. Account Representative:

a. Assignment:

At minimum:

- (1) The Contractor should assign a specific representative for the VCU account.
- (2) The Contractor should immediately notify VCU of any changes to the assigned Account Representative.

b. Qualifications:

At minimum:

- (1) The VCU Account Representative should be knowledgeable of, qualified, capable and properly trained in all aspects of commercial library book binding services.

c. Responsibilities:

At minimum:

- (1) The Contractor's Account Representative should perform/provide, to include, but not limited to, the following services, at no additional cost to VCU:

(a) Problem Solving:

The Contractor's Account Representative should respond to, **and** assist VCU with resolving all problems associated with the book binding services, to include, but not limited to:

- (i) Shipments;
- (ii) Pick-ups / Deliveries;
- (iii) Claims for lost, incorrect, damaged and irreparable items; and
- (iv) Invoices, etc.

d. Access:

At minimum:

(1) The Contractor's Account Representative should:

(a) Return calls within **one (1) business day**; and

(b) Be available via:

(i) A toll-free telephone number; and

Note: If a toll-free telephone number is not available, the Contractor / Contractor's account representative should accept collect telephone calls from VCU.

(ii) E-mail.

e. Customer Service Visits:

At minimum:

(1) The Contractor's Account Representative should perform on-site visits at VCU, upon request by VCU, at no additional cost to VCU.

2. Information Systems Representative (Technician):

a. Assignment:

At minimum:

(1) The Contractor should assign a specific Information Systems Representative (Technician) for the VCU account.

(2) The Contractor should immediately notify VCU of any changes to the assigned Information Systems Representative (Technician).

b. Qualifications:

At minimum:

(1) The VCU Information Systems Representative (Technician) should be:

(a) Knowledgeable of, qualified, capable and properly trained in all aspects of the automated binding preparation system;

(b) Familiar with VCU's network system (refer to **Section IV**, the "**STATEMENT OF NEEDS**," section "**G**," item "**2.a.(2)**"); and

(c) Experienced in integrating the automated binding preparation system into the same, or similar networked systems, as VCU's networked system (refer to **Section IV**, the "**STATEMENT OF NEEDS**," section "**G**," item "**2.a.(2)**").

c. Responsibilities:

At minimum:

(1) The Contractor's Information Systems Representative (Technician) should perform/provide, to include, but not limited to, the following services, at no additional cost to VCU:

(a) Automated Binding Preparation System Set-Up:

The Contractor's Information Systems Representative (Technician) should set-up the automated binding preparation system at VCU.

(b) Problem Solving:

The Contractor's Information Systems Representative (Technician) should respond to, **and** assist VCU, at no additional cost to VCU, with resolving all problems associated with the automated binding preparation system, to include, but not limited to:

- (i) System operation and compatibility;
- (ii) Transfer of shipment data;
- (iii) Recovery of information; and
- (iv) Enhancements, etc.

d. Access:

At minimum:

(1) The Contractor's Information Systems Representative (Technician) should:

(a) Return calls within **one (1) business day**; and

(b) Be available via:

(i) A toll-free telephone number; and

Note: If a toll-free telephone number is not available, the Contractor / Contractor's account representative should accept collect telephone calls from VCU.

(ii) E-mail.

e. Customer Service Visits:

At minimum:

(1) The Contractor's Information Systems Representative (Technician) should perform on-site visits at VCU, upon request by VCU, at no additional cost to VCU.

J. Site Visits by VCU:

1. The Contractor should allow scheduled on-site visits to the Contractor's bindery facilities, by VCU staff.

Note: VCU will be solely responsible for all costs associated with VCU's site visits to the Contractor's bindery facilities.

V. REPORTING AND DELIVERY REQUIREMENTS:

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. Tracey Arrington-Edmonds
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 percentage commitment of the firm and business class as specified in the contract.

The Contractor shall provide this information to:

Virginia Commonwealth University
Department of Procurement and Payment
Attn: Ms. Tracey Arrington-Edmonds
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. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP. One (1) original and three (3) copies** of the proposal must be submitted to the issuing Purchasing Agency. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Presentation:

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

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

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be

subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F. of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. **The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g. Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc... . The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.**

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

B. SPECIFIC PROPOSAL REQUIREMENTS:

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

1. The return of the entire RFP document and all addenda, if any, signed and completed as required.
2. Format of Response. Offerors shall provide specific responses to each item under **Section VI, the "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS,"** section "**B,**" the "**SPECIFIC PROPOSAL REQUIREMENTS,**" item "**2.a**" through "**2.j**"). All responses shall 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.) shall give the specific page number(s) of a multipage attachment where the response to the specific requirement is given (e.g., VI.B.2.a.(1)(a): see pages 19-21 of "Attachment A" – Company History and Operations").
 - Utilization of the words "**shall**" or "**must**" in **Section IV, the "STATEMENT OF NEEDS,"** items "**B**" through "**J,**" indicates a mandatory requirement:

Does / will your company comply with mandatory requirements **as presented** in **Section IV, the STATEMENT OF NEEDS,** items "**B**" through "**J**"?:

Yes _____ No _____

If "NO," identify the specific requirement and the reason for non-compliance.

- Utilization of the word "**should**" in **Section IV**, the **STATEMENT OF NEEDS**," items "**B**" through "**J**," indicates a **non-mandatory** requirement.

Does / will your company comply the non-mandatory requirements **as presented** in **Section IV**, the **STATEMENT OF NEEDS**," items "**B**" through "**J**," (i.e. "should" becomes "shall")?

Yes _____ No _____

If "NO," identify the specific requirement and the reason for non-compliance.

- Does your company accept the terms and conditions as presented in **Section IX**, the "**GENERAL TERMS AND CONDITIONS**"; in **Section X**, the "**SPECIAL TERMS AND CONDITIONS**"; in **Section XI**, the "**METHOD OF PAYMENT**"; **Section XII**, the "**PRICING SCHEDULE**"; and as presented in **Section XIV**, the "**POST AWARD SUBMITTAL REQUIREMENTS**"?

Yes _____ No _____

If "NO," identify the specific requirement and the reason for non-compliance.

- Submit a written narrative statement specifically addressing each subsection under **Section VI**, the "**PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**," section "**B**," the "**SPECIFIC PROPOSAL REQUIREMENTS**," item "**2.a.**" through "**2.h.**"

a. Capabilities:

- (1) Describe in detail, your company's capabilities to satisfy the characteristics and administrative requirements of this RFP, to include:
 - (a) A brief history and description of your company's operations (i.e. size, scope and nature of the firm, years of operation, etc.).
 - (b) The types of commercial library book binding services that your company typically performs/provides; specifically address your company's ability to perform/provide the commercial library book binding services specified in **Section IV**, the "**STATEMENT OF NEEDS**," section "**B**," item "**1.a(1)(a).**"
 - (c) The types of items for which your company typically performs/provides commercial library book binding services; specifically address your company's ability to perform/provide commercial library book binding services for the items specified in **Section IV**, the "**STATEMENT OF NEEDS**," section "**B**," item "**1.a(1)(b).**"
 - (d) The types of ancillary services that your company typically performs/provides; specifically address your

company's ability to perform/provide the ancillary services specified in **Section IV**, the "**STATEMENT OF NEEDS**," section "**B**," item "**1.a.(1)(c)**."

- (2) Submit a statement in your own words, that:
 - (a) Describes the scope of the services to be performed/provided.
 - (b) Demonstrates an in-depth understanding of the:
 - (i) Purpose;
 - (ii) Requirements; and
 - (iii) Deliverables requested in this RFP.

b. Capacity:

- (1) Describe in detail, your company's physical ability to perform/provide the commercial library book binding services specified in **Section IV**, the "**STATEMENT OF NEEDS**," to include:
 - (a) The types of commercial library book binding services that your company typically subcontracts; and
 - (i) How often your company subcontracts.
- (2) Identify:
 - (a) The number of full-time personnel who perform the commercial library book binding services, typically employed by your company at one (1) time.
 - (b) The geographic location of your company's offices and bindery facilities (to include the geographic location of all proposed subcontractors' offices and bindery facilities).
 - (c) The capacity of your company's bindery facilities (to include the capacity of all proposed subcontracted bindery facilities); **and** identify the percentage of capacity at which these bindery facilities typically operate.
 - (d) The number (i.e. quantity of) of each type of binding equipment utilized by your company for:
 - (i) Double-fan adhesive binding;
 - (ii) Notching spines;
 - (iii) Oversewing; and
 - (iv) Sewing through the fold.
 - (e) The capacity of your company's binding equipment (to include the capacity of all proposed subcontracted

binding equipment); **and** identify the percentage of capacity at which this equipment typically operates.

- (f) Your company's standard hours of operation.
- (3) Submit a copy of your company's most recent audited financial statement, or equivalent evidence of financial condition.

c. Plans and Methodologies:

(1) Describe in detail:

(a) Your company's proposed approach for performing/providing the commercial library book binding services specified in **Section IV**, the **"STATEMENT OF NEEDS,"** section **"B,"** item **"2.a."** through item **"2.b.(10)(ii),"** to include:

(i) The implementation plan to establish a new account / to convert an existing account to a new account;

(ii) The:

- specifications;
- standards;
- guidelines;
- methods; and
- procedures, etc.,

typically applied / followed / employed by your company to perform/provide the commercial library book binding services specified in **Section IV**, section **"B,"** item **"2.a."** through item **"2.b.(10)(ii)."**

(iii) Any alternative binding techniques that your company recommends / other options (refer to **Section VI, "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS"** section **"B,"** the **"SPECIFIC PROPOSAL REQUIREMENTS,"** item **"2.i,"** regarding costs).

(iv) The construction:

- materials; and
- methods

your company typically employs / utilizes for the protective enclosures specified in **Section IV**, section **"B,"** item **"3.a."** through item **"3.b.(3)."**

(v) The manner in which your company inspects the items bound by your company; **and** identify the

standard percentage of items inspected by your company within a shipment.

(vi) Your company's standard completion (return) time frame for all items (except protective enclosures and special attention items).

(vii) Your company's standard:

- claim;
- correction;
- credit; and
- reimbursement

policies and procedures with regard to:

- lost items;
- incorrectly bound items;
- damaged items; and
- irreparable items.

(viii) The manner in which your company typically communicates proposed changes, with regard to the manner in which your company performs/provides commercial library book binding services to your company's customers (refer to **Section IV**, section "**B**," item "**1.a.(2)**").

(b) The type of binding equipment to be utilized (to include in-house computer systems), to include the following information:

- (i) The equipment name / model number; and the
- (ii) The manufacturer name.

(c) Your company's proposed automated binding preparation system; **and** how VCU's utilization of the proposed automated binding preparation system should result in efficient binding preparation and few errors, to include:

(i) All capabilities / functionality, to include:

- Database options, to include:
 - separate databases;
 - content;
 - data records;
 - data fields;
 - history files; and
 - back-up databases;
- Networking requirements, to include the types of:
 - software; and

- hardware

with which the proposed automated binding preparation system is compatible.

- Search navigation capabilities / functionality; and
- Storage capacity.

- (ii) All hardware and software included in the proposed automated binding preparation system.
- (iii) All hardware and software that VCU would be required to supply, in order to fully implement the proposed automated binding preparation system; **and** identify the applicable:
 - manufacturer names(s);
 - product name(s) / numbers;
 - versions, etc,of all such hardware and software.
- (iv) The types of reports / information that the proposed automated binding preparation system can generate; **and** the manner in which these reports can be sorted.
- (v) All documentation (i.e. user manuals, etc.) for the proposed automated binding preparation system that your company will provide VCU, at no additional cost.
- (vi) All on-site (at VCU) training for the proposed automated binding preparation system, that your company will provide VCU, at no additional cost

(2) Submit:

(a) Product Information: Submit the following information:

- manufacturer name;
- product name / number; and the
- technical product specifications

for the following types of products that your company proposes to utilize (to include brand name products):

- (i) Adhesives:
 - Boards;
 - Coverings;

- Papers;
- Repair tapes; and
- Threads.

(b) Samples:

(i) Bindings: Submit one (1) each of the following:

- Periodicals:
 - A periodical sewn through the fold by machine;
 - A periodical sewn through the fold by hand; and
 - A periodical for which double-fan adhesive was used for:
 - Coated papers; and
 - Uncoated papers.
- Monographs:
 - A monograph with a standard binding recase;
 - A monograph with a standard binding double-fan adhesive;
 - A monograph with an economy binding double-fan adhesive 1-1/2" thick or less;
 - A monograph with an economy binding double-fan adhesive 2" thick or more; and
 - A monograph with a copi-cover.
- Pamphlets:
 - A pamphlet sewn; and
 - A pamphlet with adhesive binding.
- A clamshell box.
- A media-pak.
- Alternative binding techniques / Other options:
 - Submit a sample representing each of the alternative binding techniques / other options proposed by your company (refer to **Section VI, "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS"** section "**B,**"

the “**SPECIFIC PROPOSAL REQUIREMENTS**,” item “**2.c.(1)(a)(iii)**”).

- (ii) End Sheets: Submit one (1) of each type of end sheet that your company proposes to use.
- (iii) Forms: Submit one (1) of each standard form, currently utilized by your company / by your customers, to communicate binding requirements between your company’s bindery facilities and your company’s customers, to include:
 - Binding tickets, to include the:
 - type of data typically included on your company’s binding tickets.
- (iv) Invoice: Submit one (1) sample of a standard invoice that illustrates how your company will itemize charges.

Note:

- Offerors shall submit the required samples at no cost to VCU.
- **Each individual sample must be labeled with:**
 - The Offeror’s name;
 - The solicitation number; and
 - The type of binding represented by the sample / the type of leaf attachment with which the sample end sheet it will be used.
- Samples submitted by the successful Offeror may be held for comparison with bindings performed for VCU. All samples submitted may be subjected to tests and evaluation by either a qualified laboratory or test panel, and the results will be a factor in making the award. Samples not destroyed in testing, if requested, will be returned to the Offeror at his or her expense.
- Requests for the return of samples must be made within **thirty (30) calendar days** following opening of the proposals. Requests for return of samples will be honored upon the completion of testing and evaluation.
- If, after **sixty (60) days** from the cancellation of this solicitation, or award of the contract, the

Offeror has not claimed the samples, contacted VCU requesting to retrieve the samples, or has failed to provide instructions for disposition of the samples, the samples will be disposed of at VCU's sole discretion.

- (3) Describe in detail, your company's proposed implementation plan to establish a new account / to convert an existing account to a new account.
- (4) Identify and explain any important additional items that VCU may need to consider.
- (5) Identify the earliest date that services can be initiated (refer to "**ATTACHMENT A,**" item "**2**").

d. Personnel:

- (1) Contractor Personnel - Identify the:
 - (a) Names and titles of all the key personnel (to include sales, customer support and training personnel) with whom VCU would work on a regular basis.
 - (b) Identify the responsibilities to be assigned to each key individual; **and** specifically identify the individual who would be responsible for directing the commercial library book binding services specified in **Section IV**, the "**STATEMENT OF NEEDS,**" to include that individual's:
 - (i) Days and hours of availability;
 - (ii) Telephone (toll-free if available) number, fax number and e-mail address; and the
 - (iii) Percentage of their time, that this individual would be devoted to the VCU account.
 - (c) Describe in detail, each key individual's educational background and their specific work experience in performing/providing the applicable commercial library book binding services specified in **Section IV**, the "**STATEMENT OF NEEDS**"; **and** include a resume for each individual.
- (2) Subcontractor Personnel – identify:
 - (a) All proposed subcontractors; and
 - (b) The types of book binding services to be assigned to each proposed subcontractor.

e. Contractor / Subcontractor Experience:

Describe your company's experience in performing/providing the commercial library book binding services specified in **Section IV**, the "**STATEMENT OF NEEDS**"; and specifically address the following:

- (1) The number of years your company has performed/provided the commercial library book binding services specified in **Section IV**, the "**STATEMENT OF NEEDS.**"
- (2) The number of years each of your company's proposed subcontractors has performed/provided the applicable commercial library book binding services specified in **Section IV**, the "**STATEMENT OF NEEDS.**"

f. Quality Control:

Describe in detail:

- (1) Your company's quality control policies / procedures for performing/providing the commercial library book binding services identified in **Section IV**, the "**STATEMENT OF NEEDS,**" and in response to **Section VI**, the "**PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**" section "**B,**" the "**SPECIFIC PROPOSAL REQUIREMENTS**":
 - (a) Submit copies of all quality control policies / procedures.
- (2) The measures taken by your company, to ensure that all personnel assigned to VCU shall be capable and qualified to perform/provide the commercial library book binding services identified in **Section IV**, the "**STATEMENT OF NEEDS,**" and in response to **Section VI**, the "**PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**" section "**B,**" the "**SPECIFIC PROPOSAL REQUIREMENTS.**"

g. References:

Submit:

- (1) A list of a minimum of three (3) **active** accounts with academic institutions of higher education:
 - That have an academic library comparable to the VCU Libraries;
 - That generate over \$50,000.00 for book binding services on an annual basis; and
 - For which your company has performed/provided the same or similar services for at least two (2) years.

This list shall include the:

- Name of the institution;

- Name of the contact person;
- Address, E-Mail and phone number for the contact person; and the
- Average annual dollar expenditure for book binding services.

- (2) A list of a minimum of three (3) **active** accounts with academic institutions of higher education: that currently utilize your company's automated binding preparation system.

This list shall include the:

- Name of the institution;
- Name of the contact person; and the
- Address, E-Mail and phone number for the contact person.

Note: Offerors may use the same references for **Section VI, "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS"** section "B," the "**SPECIFIC PROPOSAL REQUIREMENTS,**" item "2.g.(1)" and for item "2.g.(2)," as applicable.

h. Other Related Services:

Describe in detail:

- (1) All other related services that are available from your company, but which are **not specified in this solicitation** (refer to **Section VI, "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS"** section "B," the "**SPECIFIC PROPOSAL REQUIREMENTS,**" item "2.i," regarding costs).

i. Cost of Service:

Identify all costs associated:

- (1) For performing/providing the commercial library book binding services specified in **Section IV, the "STATEMENT OF NEEDS,"** and in response to **Section VI, "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS"** section "B," the "**SPECIFIC PROPOSAL REQUIREMENTS,**" in accordance with **Section XII, the "PRICING SCHEDULE."**
- (2) With performing/providing the "**Other Related Services**" (refer to **Section VI, "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS"** section "B," the "**SPECIFIC PROPOSAL REQUIREMENTS,**" item "2.h."), in accordance with **Section XII, the "PRICING SCHEDULE."**

j. Small, Women-Owned and Minority Business Commitment for Utilization: The Offeror must submit complete information. (See Appendix I.)

VII. EVALUATION AND AWARD CRITERIA:

A. **EVALUATION CRITERIA:** Proposals will be evaluated by Virginia Commonwealth University using the following criteria:

1. Approach and ability of the Offeror to provide the goods and / or services identified in **Section IV**, the “**STATEMENT OF NEEDS**” and in response to **Section VI**, the “**PROPOSAL PREPARATION and SUBMISSION REQUIREMENTS,**” section “**B,**” the “**SPECIFIC PROPOSAL REQUIREMENTS,**” of this RFP.
2. Experience of Offeror, to include applicable personnel.
3. Cost of services.
4. Commitment for utilization of Small, Women-Owned and Minority Businesses.

Scoring relative to this criteria will be solely on the basis of the Offeror's commitment to utilize small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Points will not be awarded on the basis of whether an offeror is a small business and/or a business owned by women and/or minorities.

B. **AWARD OF CONTRACT:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359 D., *Code of Virginia*.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.vcu.edu/procurement> and are available in the lobby of Procurement and Payment at 737 North 5th Street, Richmond, VA during normal business hours.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at 2:00 PM on April 19, 2006 at the Department of Procurement and Payment, located at 737 N. 5th Street, Richmond, Virginia, in room 309. The purpose of the conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

IX. GENERAL TERMS AND CONDITIONS:

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.vcu.edu/procurement> or a copy can be obtained by calling University Purchasing at (804) 828-1077.
- B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1).

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.

This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

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

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

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving

disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and

Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain General Liability coverage.

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

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

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Firms will be required to register in eVA prior to award. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

1. 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.
2. 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 the 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.
 3. Ariba Commerce Services Network Registration: The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

X. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
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. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
5. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
6. **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item during the contract period.
7. **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.

8. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
9. **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.

10. **EXTRA CHARGES NOT ALLOWED:** The proposal prices shall include all fees associated with performing the commercial library book binding services resulting from this RFP, to include all applicable freight / shipping / delivery charges; extra charges will not be allowed.
11. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

FROM: _____

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

Name of Contract/Purchase Officer or Buyer:

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

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

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 REQUIREMENTS 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.

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.
16. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
17. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for three (3) successive one (1) year periods) under the terms and conditions of the original contract except as stated in a. and b. 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.

- a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "**Other Goods and 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.
 - b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "**Other Goods and 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.
18. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
 19. **WARRANTY (COMMERCIAL)**: The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. **A copy of this warranty must be furnished with the proposal.**
 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 an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
 22. **COMMUNICATIONS**: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

XI. METHOD OF PAYMENT:

The Contractor shall submit a fully itemized invoice that references the Virginia Commonwealth University purchase order number, material descriptions, quantities and unit prices. Payment will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after

receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation. Mail invoices to: Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327.

XII. PRICING SCHEDULE:

Offerors shall submit pricing in accordance with “**ATTACHMENT A,**” the “**PRICING SCHEDULE.**”

XIII. ATTACHMENTS:

ATTACHMENT A - PRICING SCHEDULE (4 pages)
ATTACHMENT B - VCU COMMERCIAL BINDING QUALITY CONTROL PROCEDURES
(3 pages)

XIV. POST AWARD REQUIREMENTS:

1. Electronic Copies of Proposals:

The Contractor may be required to provide the VCU Department of Procurement and Payment with a copy of the Contractor’s original proposal, and all subsequent correspondence (i.e. responses to requests for clarification and documents generated through the negotiation process) in an electronic format. The Contractor will not be required to include previously identified propriety information.

2. Contract Summary:

The Contractor must provide to the University within fourteen (14) days after award of contract, an electronic summary of the contract. All the main features of the contract, including pricing, must be summarized. The contract summary will provide information for authorized users that choose to access the contract.

Note: Small, minority and/or woman-owned businesses are strongly encouraged to register with the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.e.state.va.us/vendors.html>); DMBE registration may be requested by VCU, prior to award.

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 contained in this Appendix.

DEFINITIONS

Small business is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years or complies with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.

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

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

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

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

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

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

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

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

ATTACHMENT A
PRICING SCHEDULE

1. Offeror shall submit pricing in the following format:

- Identify **all** “dimensions exceeding” and “excessive lines beyond” information.
- Identify **all** costs / fee structures associated with performing/providing the commercial library book binding services specified in **Section IV**, the “**STATEMENT OF NEEDS,**” and in response to **Section VI**, the “**PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**” section “**B,**” the “**SPECIFIC PROPOSAL REQUIREMENTS**”; **EXTRA CHARGES SHALL NOT APPLY.**
- All pricing shall reflect the “**Total Fixed Price,**” to include all freight / shipping / transportation and inside delivery charges (FOB destination); **EXTRA CHARGES SHALL NOT APPLY.**

A. Service Fees – Unit Pricing:

<u>Item</u>	<u>Unit Price</u>
(1) Standard periodical - sew through fold by machine	_____
(2) Standard periodical - sew through fold by hand	_____
(3) Standard periodical - double-fan adhesive	_____
(4) Standard periodical - oversewing	_____
(5) Standard periodical - error correction/not binder's fault	_____
(6) Standard periodical - dimensions exceeding _____	_____
(7) Custom periodical - sew through fold by machine	_____
(8) Custom periodical - sew through fold by hand	_____
(9) Custom periodical - double-fan adhesive	_____
(10) Custom periodical - oversewing	_____
(11) Custom periodical - error correction/not binder's fault	_____
(12) Custom periodical - dimensions exceeding _____	_____
(13) Standard monograph - recase	_____
(14) Standard monograph – recase with copi-cover	_____
(15) Standard monograph - sew through fold by machine	_____
(16) Standard monograph - sew through fold by hand	_____
(17) Standard monograph - double-fan adhesive	_____

- (18) Standard monograph - double-fan adhesive with copi-cover _____
- (19) Standard monograph - oversewing _____
- (20) Standard monograph - error correction/not binder's fault _____
- (21) Standard monograph - dimensions exceeding _____ _____
- (22) Economy monograph - sew through fold by machine _____
- (23) Economy monograph - double-fan adhesive _____
- (24) Economy monograph - double-fan adhesive with copi-cover _____
- (25) Economy monograph - oversewing _____
- (26) Economy monograph - error correction/not binder's fault _____
- (27) Economy monograph - dimensions exceeding _____ _____
- (28) Pamphlet binding _____
- (29) Media-pak _____
- (30) Theses/dissertation binding _____
- (31) Paper repair _____
- (32) Cloth pockets _____
- (33) Hand trimming _____
- (34) No trim _____
- (35) Stubbing _____
- (36) Spine imprints - title _____
- (37) Spine imprints - call numbers, per line or per call number _____
- (38) Spine imprints - vertical _____
- (39) Spine imprints - hyphenation _____
- (40) Spine imprints - excessive lines beyond ____ _____
- (41) Spine imprints - other _____
- (42) Security strip application (per item) _____
- (43) Security strip removal from periodical issues (per item) _____
- (44) Flush binding at bottom _____

- (45) Clamshell box, including spine imprint _____
- (46) Clamshell box - error correction/not Contractor's fault _____
- (47) Clamshell box - dimensions exceeding _____
- (48) Rush service _____
- (49) Other charges (describe in detail)
 - (a) _____
 - (b) _____
 - (c) _____
 - (d) _____
 - (e) _____

B. Hypothetical pricing schedule:

Note: Offerors shall use the unit prices identified in "ATTACHMENT A," section "1.A."

<u>Item</u>	<u>Unit Price</u>	<u>X</u>	<u>Quantity</u>	<u>=</u>	<u>Extended Price</u>
(1) Standard periodicals	\$ _____	x	6,000	=	\$ _____
(2) Custom periodicals	\$ _____	x	500	=	\$ _____
(3) Standard monographs (4 Line Call Number)	\$ _____	x	2,000	=	\$ _____
(4) Recases (4 Line Call Number)	\$ _____	x	700	=	\$ _____
(5) Economy monographs (4 Line Call Number)	\$ _____	x	800	=	\$ _____
(6) Phase boxes	\$ _____	x	50	=	\$ _____
(7) Theses/Dissertations	\$ _____	x	2,000	=	\$ _____
(8) Pamphlets	\$ _____	x	100	=	\$ _____
(9) TOTAL {B.(1) through B.(8)}					\$ _____

C. Alternative binding techniques / Other options:

- (1) Identify **all** costs / fee structures associated with performing/providing **each** of the alternative binding techniques / other options (refer to **Section VI, "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS"** section "**B,**" the "**SPECIFIC PROPOSAL REQUIREMENTS,**" item "**2.c.(1)(a)(iii)**"); **EXTRA CHARGES SHALL NOT APPLY.**
- (2) All pricing shall reflect the "**Total Fixed Price,**" to include all **freight / shipping / transportation and inside delivery charges** (FOB destination); **EXTRA CHARGES SHALL NOT APPLY.**

D. Other Related Services:

- (1) Identify all costs / fee structures associated with performing/providing the "**Other Related Services**" (refer to **Section VI, the "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS"** section "**B,**" the "**SPECIFIC PROPOSAL REQUIREMENTS,**" item "**2.h**"), to include:
- (2) All pricing shall reflect the "**Total Fixed Price,**" to include all **freight / shipping / transportation and inside delivery charges** (FOB destination); **EXTRA CHARGES SHALL NOT APPLY.**

2. **Delivery:** State the FIRM number of calendar days after receipt of order (ARO), that your company can begin providing services; this date may be a factor in making the award.

_____ calendar days ARO

ATTACHMENT B

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.

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.

8.0 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.

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.