

INVITATION FOR BIDS



Issue Date: December 11, 2017

IFB# 71010-18-03

Title: Printing and Mailing Services- Parks and Recreation Activities Guide

Issuing Agency: **County of Augusta**
Finance Department
Attn: Corey Richie, VCO, Senior Purchasing Assistant
18 Government Center Lane
P.O. Box 590
Verona, VA 24482

Using Department/Or Location Where Work Will Be Performed: County of Augusta, Parks and Recreation Department

Period of Contract: Contract term will be 6 months with four (4) one (1) year renewal options.

Sealed Bids Will Be Received until **Thursday, December 21, 2017, 10:00 A.M.** local time for Furnishing the Goods/Services Described Herein and then opened in public.

All Inquiries for Information Should Be in Writing and Directed To: Corey Richie, VCO at criche@co.augusta.va.us or by Fax: (540) 245-5742.

The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

IFB#: 71010-18-03
IFB FOR: Printing and Mailing Services- Parks and Recreation Activities Guide
OPEN: Thursday, December 21, 2017 10:00 A.M.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: County of Augusta, Finance Department, Corey Richie, VCO, 18 Government Center Lane, Verona, VA.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section VII, Pricing Schedule.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

Zip Code: _____

eVA Vendor ID or DUNS#: _____
Fax Number: (____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

- I. PURPOSE: The County of Augusta is requesting sealed bids from qualified firms or individuals to provide printing and mailing services associated with the Augusta County Parks and Recreation Activities Guide.
- II. SCOPE OF WORK/DESCRIPTION OF ITEM:

Quotes shall include the following specifications:

- a. Product: Activities Guide Brochure
- b. Size: 8.5" x 11", folded, trimmed, and saddle stitched
- c. Paper: 50#, 96 brightness (cover and inside pages)
- d. Ink: 4/4 CMYK
- e. Pages: provide quote with pricing on 48, 52, and 56 pages
- f. Quantity (per quarter): 32,000; 32,500; and 36,000
- g. Distribution: all logistics (including sorting, bundling, and labeling) associated with distributing brochures to the following USPS mailing routes:
 - i. Waynesboro Post Office: Routes 1-7
 - ii. Staunton—HCR 32, HCR 33, Routes 1-3, 8, and 10
 - iii. Stuarts Draft Post Office—P.O. Boxes, Routes 1-7
 - iv. Fishersville Post Office—P.O. Boxes, Routes 1-4
 - v. Verona Post Office—P.O. Boxes, Routes 1-3
 - vi. Mt. Sidney 24467—P.O. Boxes, Routes 1 and 2
 - vii. Ft. Defiance 24437—P.O. Boxes, Route 1
 - viii. Weyers Cave 24486—P.O. Boxes, Routes 1-3
 - ix. Churchville 24421—P.O. Boxes, Routes 1, 2, and H033
 - x. Greenville 24440—P.O. Boxes, Routes 1 and 2
 - xi. Lyndhurst 22952—P.O. Boxes, Routes 81 and 82
 - xii. Grottoes 24441—Route 1
 - xiii. Swoope 24479—P.O. Boxes, Routes 1 and 2
 - xiv. Mt. Solon 22843—P.O. Boxes, Routes 91 and 92
 - xv. Crimora 24431—P.O. Boxes, Routes 91 and 92
 - xvi. New Hope 24469—P.O. Boxes
 - xvii. Mint Spring 24463—P.O. Boxes
 - xviii. Middlebrook 24459—P.O. Boxes, Routes 1, 2, and H032
 - xix. West Augusta 24485—H060
 - xx. Deerfield 24432—P.O. Boxes, H060
 - xxi. Augusta Springs 24411—P.O. Boxes
 - xxii. Craigsville 24430—P.O. Boxes, Route 1
 - xxiii. Raphine 24472—P.O. Boxes, Routes 91 and 92
 - xxiv. Steeles Tavern 24476—P.O. Boxes, Route 1
 - xxv. Bridgewater 22812—Route 2
- h. Distribution: all logistics (including sorting, bundling, and labeling) associated with distributing brochures to 350 individual addresses. List is provided in spreadsheet format
- i. A camera ready file will be provided to contractor
- j. SCHEDULE: The schedule for the contract period of two quarters, commencing on January 1, 2018 will be as follows. All dates are tentative and subject to change. Upon award of the contract, a schedule will be formally agreed upon.

Spring 2018

Designed file uploaded/delivered to vendor

February 1

Brochures delivered to Parks and Recreation	February 21
Brochures delivered to households	February 24

Summer 2018

Designed file uploaded/delivered to vendor	May 1
Brochures delivered to Parks and Recreation	May 16
Brochures delivered to households	May 19

- k. **MAILING:** All freight costs associated with mailing of the brochures are to be covered by the vendor. ECRWSS Postal Patron is included in address box in designed file on back cover. Indicia paperwork is filed by County. Any additional postage paperwork is to be filed by the vendor.

III. **PREBID CONFERENCE:** No pre-bid conference is required at this time.

IV. **GENERAL TERMS AND CONDITIONS:**

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the County of Augusta and any litigation with respect thereto shall be brought in the courts of the County. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the 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, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the County of Augusta, the Contractor certifies that the Contractor does not, and shall not during the performance

of the contract for goods and services in the County, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- E. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the County of Augusta from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Augusta all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the County of Augusta, relating to the particular goods or services purchased or acquired by the County of Augusta under said contract.
- G. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- H. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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.
- I. **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 County 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).[#16 Payment Terms]
 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 County 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 County, 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 County.
 - 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - 4. The County of Augusta encourages contractors and subcontractors to accept electronic and credit card payments.
- J. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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. [#19 Precedence of Terms]
- K. QUALIFICATIONS OF (BIDDERS/OFFERORS): The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the County that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.[#7 Qualifications of Bidders]
- L. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. [#8 Testing/Inspection]
- M. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.[#10 Award of Contract – h]
- N. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an

adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the State of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, 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 County may have.
- P. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation. [#6 Use of Brand Names]
- Q. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. [#22 Drug-Free Workplace]
- 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.
- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **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.

V. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

- VII. **PRICING SCHEDULE**: Award will be made to the lowest responsive/responsible bidder. Submitted bids must provide reasonable estimates for any costs which may be variable over the contract period. Changes in pricing during the contract period due to variable costs shall be mutually agreed upon with the Parks and Recreation Department. All freight expenses shall be the responsibility of the contractor.

Payment shall be made quarterly upon receipt of an invoice from the contractor. No payments will be made until the completion of each quarterly brochure. Any necessary pre-payments are the responsibility of the contractor.

- VIII. **RENEWAL**: The contract may be renewed for four (4) additional one-year contract periods subject to mutual agreement. The Parks and Recreation Department shall notify the vendor of the intent to exercise the renewal option in writing no later than 30 days prior to the termination date of the initial contract or the contract renewal. Price increases may occur at the time of renewal and must be provided to purchaser and mutually agreed upon. Any expected change in pricing must be promptly provided to the purchaser prior to renewal.

GUARANTEE: The vendor guarantees all of the work or materials as described in the specifications against all faulty or imperfect materials and against all imperfect or careless and/or unskilled workmanship. The vendor shall remove or restore, without cost to the purchaser, any work which may be found to be improper, imperfect or defective or fails to perform as specified.

ADDITIONAL INFORMATION

Vendor must provide contact information for all subcontractors that would be used in the execution of the contract.

At least one sample of a similar nature and paper weight must be submitted along with the pricing sheet.

Along with the quote sheet, please provide contact information for at least three references.

Vendor must have prior experience with a similar publication in terms of size, paper weight, and printing quantity.

Questions concerning this solicitation may be addressed to:

Corey Richie, VCO
540-245-5741, ext. 1
crichie@co.augusta.va.us

ACTIVITIES GUIDE PRINTING AND MAILING QUOTE SHEET

REFERENCES:

Name: _____	Name: _____
Product: _____	Product: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Name: _____	Name: _____
Product: _____	Product: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

Questions concerning the services are to be directed to: Corey Richie, VCO, Senior Purchasing Assistant, County of Augusta Finance Department, P.O. Box 590, Verona, Va. 24482, (540) 245 – 5741, FAX (540) 245 – 5742; crichie@co.augusta.va.us

CONTACT:

Company _____ Date _____

Address _____

City, State, Zip _____ Phone () _____

Email _____

Official Signature _____