



# **CITY OF SUFFOLK**

## **PURCHASING DIVISION**

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, T: (757) 514-7520; FAX (757) 514-7524

# **REQUEST FOR QUOTATION**

**TITLE: Design and Printing – Good Time Guide 2012**

ACCEPTANCE DATE: January 18, 2012

RFQ No: 2012-00052

MAIL OR DELIVER RESPONSE TO: Purchasing Division, Room 105  
441 Market Street  
Suffolk, Virginia 23434

OR FAX RESPONSE TO: (757) 514-7524

Requests for information related to this Request for Quotation should be directed to:

Ivy Crawford, VCA  
Buyer I  
(757) 514-4015  
Email address: [icrawford@suffolkva.us](mailto:icrawford@suffolkva.us)

This document can be downloaded from our web site: [www.suffolk.va.us/bids/index.jsp](http://www.suffolk.va.us/bids/index.jsp)

Issue Date: January 5, 2012

**F YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.**

**If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your proposal to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.**

# Design and Printing – Good Time Guide 2012

## 1.0 PURPOSE

The intent of this Request for Quotation is to purchase 100,000 Good Time Guide brochures for the Department of Economic Development, Tourism Division to be delivered FOB destination Tourism, 524 North Main Street, Suffolk, Virginia 23434 in accordance with all specifications, terms, and conditions herein.

## 2.0 COMPETITION INTENDED

It is the City's intent that this Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Buyer if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source.

## 3.0 SPECIFICATIONS

### 3.1 GENERAL

**ART WORK, NEGATIVES, PHOTOS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the City of Suffolk. Any furnished materials shall remain the property of the City. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment. High resolution PDF and original working document required.

**ORDER QUALITY AND DELIVERY:** No order shall be delivered to any other location than what is shown on the purchase order/proof unless prior arrangements have been made. On large or complex projects a mutually agreeable timeframe will be negotiated.

**PACKAGING:** The City of Suffolk requires that all packages be received in good condition and clearly labeled with the using departments name and contact person. Packages received in less than good condition will be returned to the vendor without further obligation to the City. Packed boxes must weigh no more than 25 lbs per box and brochures must be banded in quantities of 250 or 500, depending on the size of the box.

**INVOICING PROCEDURES:** The City of Suffolk requests the invoicing to occur upon actual delivery of the goods. It is beneficial to the City to have a duplicate type invoice/delivery ticket. When orders are delivered, vendors should also leave an actual invoice at that time. The invoice left should state "Invoice" somewhere on the top of the form. This will facilitate the payment process from City departments.

**OVERRUNS AND UNDERRUNS:** Bids for printing will be rejected if the quoted overrun cost equals or exceeds the base lot price quoted for the equivalent incremental unit quantity. The agency may at its discretion accept an under run, provided credit is allowed the city at the full base price per unit for the quantity of the under run.

**PROOF REQUIRED:** City of Suffolk requires a sample or proof for approval to make sure that the quality is as specified and/or that the information to be printed is correct and to the required standards.

**COPYRIGHT:** No vendor may copyright any work produced for the City of Suffolk without the written consent of the City of Suffolk requisitioning department director.

**Produced with the following specifications:**

Size: 16 panels, 15" x 18", fold to 15" x 9", then to 7 ½ "x 9" then final fold to 3 ¾" x 9".  
Inks: Four color process both sides  
Stock: 70# Vision gloss text if available  
Photography: 3 stock images and unlimited images  
Printer's Proof: One indigo color proof

**3.2 DESIGN**

The design shall include – original design work, design revision, art direction, copy editing, two maps, up to 6 proofing stages, production management.

The City will require assistance with graphic design. The City does not have the software required to product the final design work. (Adobe Creative Suite preferred)

**4.0 CONTRACT TERMS AND CONDITIONS**

**4.1 License Requirement**

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance.

Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

**4.2 Hold Harmless Clause**

The Contractor shall, during the term of the contract, defend, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

**4.3 Safety**

All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other

applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### 4.4 Anti-Discrimination

By submitting their bids, bidders certify to the City 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 shall include the following provisions:

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, service disabled veterans 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 No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 4.5 Ethics In Public Contracting (SEC 2.2-4367 ET. SEQ. CODE OF Virginia

By submitting a bid, the bidder certifies that their bid is 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.

4.6 Immigration Reform and Control Act Of 1986

By submitting a bid, bidders 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.

4.7 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

4.8 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

4.9 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) 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.

4.10 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

#### 4.11 Faith Based Organization

City of Suffolk does not discriminate against faith-based organizations.

#### 4.12 Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment

#### 4.13 Substitutions

NO substitutions or cancellations permitted after award without written approval by the Purchasing Agent.

#### 4.14 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### 4.15 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

#### 4.16 TERMINATION WITHOUT CAUSE

The CITY may at any time, and for any reason, terminate this Contract by written notice to CONTRACTOR specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to CONTRACTOR by certified mail/return receipt requested at the address set forth in CONTRACTOR's Bid Proposal or as provided in this Contract.

In the event of such termination, CONTRACTOR shall be paid such amount as shall compensate CONTRACTOR for the work satisfactorily completed, and accepted by the CITY, at the time of termination.

If the CITY terminates this Contract, CONTRACTOR shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the CITY any work completed or in process for which payment has been made.

#### 4.17 TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that CONTRACTOR shall for any reason or through any cause be in default of the terms of this Contract, the CITY may give CONTRACTOR written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this CONTRACT.

Unless otherwise provided, CONTRACTOR shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of CONTRACTOR to cure the default, the CITY may immediately cancel and terminate this CONTRACT as of the mailing date of the default notice.

Upon termination, CONTRACTOR shall withdraw its personnel and equipment, cease performance of any further work under the CONTRACT, and turn over to the CITY any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this CONTRACT may be immediately cancelled and terminated by the CITY and provisions herein with respect to opportunity to cure default shall not be applicable.

#### 4.18 NON-APPROPRIATION- AVAILABILITY OF FUNDS

It is understood and agreed between the parties hereto that the CITY shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this CONTRACT. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this CONTRACT, the CITY shall immediately notify CONTRACTOR of such occurrence and this CONTRACT shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the

CITY of any kind whatsoever.

4.19 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

4.20 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, City of Suffolk.

4.21 Taxes in Arrears

No bid or proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.



# QUOTATION FORM

**TO:** City of Suffolk, VA  
 Purchasing Division  
 441 Market Street  
 Suffolk, VA 23434

**BID:** Design and Printing – Good Time Guide  
 2012

**DUE:** January 18, 2012

**TIME:** 5:00 p.m., Local

\_\_\_\_\_ **(Company)** agrees to furnish and deliver FOB 524 North Main Street, Suffolk, Virginia 23434, Good Times Guide 2012 in accordance with specifications, terms, and conditions herein.

Bidder quotes unit pricing below for Quantities as listed.

Quantity:	75,000	100,000	125,000	150,000
<b>Design &amp; Printing</b>	\$ _____	\$ _____	\$ _____	\$ _____
<b>Unit Cost</b>	\$ ____	\$ ____	\$ ____	\$ ____

Overages unit cost - \$ \_\_\_\_\_

DELIVERY: \_\_\_\_\_ (date)

**BIDDER**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Person Quoting \_\_\_\_\_ Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Fed ID No. \_\_\_\_\_

I certify by my signature below that I have received the documents associated with this bid/proposal and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to future claims against the City of Suffolk that the documents were incomplete or not understandable.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment /materials/service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interests Act, Code of Virginia, Section 2.1-639.1 et. seq.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

**ANTICOLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

**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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

**NONDISCRIMINATION CLAUSE:**

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
  - A. THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
  - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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 THE REQUIREMENTS OF THIS SECTION.
  - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

<b>Name and Address of Bidder:</b>	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	Title
Fax Phone Number: (    )	
FIN/SSN#:	

Is your firm a "minority" business?    Yes    No                      If yes, please indicate the "minority" classification below:  
 African American     Hispanic American     American Indian     Eskimo     Asian American     Aleut  
 Other; Please Explain: \_\_\_\_\_

Is your firm Woman Owned?    Yes    No

Is your firm a Small Business?    Yes    No