



County of Roanoke

FINANCE DEPARTMENT

PURCHASING DIVISION

Dawn M. Rago, Buyer
P. O. Box 29800
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 283-8150
(540) 561-2827 (FAX)
drago@roanokecountyva.gov

September 21, 2018

INVITATION TO BID

#2019-034

For

**Printed Program Guide for
Roanoke County Parks, Recreation and Tourism**

Sealed Bids Due:

**October 8, 2017
2:00 PM
(Local Prevailing Time)**

**One (1) Original and One (1) Complete Copies of Sealed Bids and one (1) USB
Electronic Copy**

INVITATION TO BID # 2019-034
Printed Program Guide for Roanoke County Parks, Recreation and Tourism

General Information

The County of Roanoke, on behalf of the Roanoke County Department of Parks, Recreation and Tourism request sealed bids for production of a magazine-type program guide that has visual impact to one which is conducive to attract reader's attention. The following specifications submitted for your consideration.

Submission of the Bid

One (1) Original, one (1) complete copies and one (1) electronic copy (USB) of the sealed bid will be accepted at and until **2:00 PM (local prevailing time) on October 8th, 2018**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. As this is a sealed formal Invitation to Bid, faxed bids will **NOT** be accepted. Bids not received by the date and time listed above will be returned to the Offeror unopened. The bid package must be clearly marked with **"IFB # 2019-034 Printed Program Guide for Roanoke County Parks, Recreation and Tourism"**.

Questions relating to this IFB shall be directed to:

Dawn M. Rago, Buyer
Roanoke County Finance Department
Purchasing Division
540-283-8150
540 561-2827 FAX
drago@roanokecountyva.gov

Scope of Work

The County's objective is to produce a magazine-type program guide that has visual impact to one which is conducive to attract readers' attention, and is easy to read. The brochure must convey a positive, community message that will entice readers to participate in County sponsored programs and classes. Production and delivery is to be conducted in a timely professional manner. All collaborative efforts of typesetting design, artwork, printing, pre-sorting, and delivery is to be coordinated by contractor's organization.

Bid Requirements

Submit with your Bid:

1. Brief summary about your company, listing name/address/telephone/fax, as well as number of years in business, experience, etc.
2. List three (3) companies you deal with that you consider similar to Roanoke County as references. List phone number and contract for each.

3. Before award, as part of the process the County may require financial information about your company.
4. Provide sample of Gloss 40# and #5 enamel that are being bid. Samples can be sent in a separate envelope as long as they are clearly marked with bid number and the vendor's information.

Specifications

1. **Quantities:** Roanoke County Parks, Recreation & Tourism produces four (4) publications per year at a page count of either 56, 64 or 72 pages per issue. Quantity per run is typically 60,000. Delivered products will be received in late August, late November, early March and late May. Dependent upon budgetary constraints, Roanoke County Parks, Recreation and Tourism may decide to publish at lower quantities, page counts, or fewer times per year. Roanoke County reserves the right to place orders at any quantity, as deemed necessary in the best interest of the County.
2. **Files:**
 - A. Files shall be submitted as Press Ready Adobe PDF.
 - B. Files shall be prepared in Adobe InDesign CS6 or later. Delivery through vendor FTP site or online proofing site if possible. All spread and signatures complied by vendor.
3. **Description:**

Total dimensions booklet folded; 8.375" wide x 10.875".

ALL Pages

- A. Paper: Gloss 40# and #5 gloss enamel
- B. Color: 4 color CMYK
- C. Bleed: Bleed on 4 sides.
- D. Page Count: 56, 64 or 72 page self-cover
- E. Copies: 60,000 copies on most runs

4. **Binding & Packaging:**
 - A. Saddle stitched with at least two (2) staples.
 - B. Printed guides shall be shipped in a Gaylord or Skid Cart. Separation into groups or layers of 50 magazines is preferable. Bounding is not required.
5. **Delivery:** All materials shall be shipped F.O.B-Inside Delivery to the location listed below:

Automated Mailing Systems
2480 Patterson Avenue, SW
Roanoke, Virginia 24016
(540) 343-1156

***Delivery costs shall be included in Bid Price.

6. **Billing Information:** Invoices shall be sent to the Roanoke County Parks, Recreation & Tourism at the address below.

1206 Kessler Mill Road
Salem, Virginia 24153
(540) 387-6078

7. **Proofing:** Roanoke County Parks, Recreation & Tourism shall be provided an on-line proof for all pages. Contractor shall overnight or mail-delivered proof of the cover-only is required for color matching purposes.
8. **Vendor Contact:** The County would prefer to work with one contact person throughout the process of printing this publication. Furnish the name, telephone number, e-mail address and fax number in the bid.
9. **Printing Schedule:**
 - A. Printing shall be completed and the printed program guide delivered to mailing service vendor within two weeks of original receipt of PDF from the County.
 - B. The guide will be printed four times a year according to a schedule provided by Parks, Recreation, and Tourism.
 - C. Delivery Dates - For the first year of the contract, this publication must be received at the delivery location on or before the following dates:

- November 1, 2018
- February 8, 2019
- May 3, 2019
- August 9, 2019

Delivery scheduled should include back-timed deadlines for receiving and proofing artwork.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD

Effective March 14, 2011, the Purchasing Division of Finance, in conjunction with the County of Roanoke, has a new and improved website. With this new website, Purchasing has gained a new bid module which will provide more information and faster downloads for the vendors interested in doing business with the County. There is a new advanced Email/Text Message notification system allowing vendors to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. The current Vendor Registration to receive notices of bids and proposals will soon be phased out completely. All vendors interested in receiving these automatic electronic notifications will need to sign up in the new '**Notify Me**' and it is their responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is

capable) and your choice of categories. The address for this new website is www.RoanokeCountyVA.gov/purchasing.

Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, bulletin board, published in the local newspaper, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

SPECIAL INSTRUCTIONS:

ANTITRUST:

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now 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 Roanoke County under said contract.

ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of Roanoke County.

AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this bid, the bidder certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

ANTI-COLLUSION CERTIFICATION:

By my signature on the face of this bid, 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 materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act 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.

KICKBACKS:

I certify and warrant that by my signature on this solicitation, neither I nor the bidder for whom I am authorized to act has offered or received any kickback from any other bidder, supplier, manufacturer, or subcontractor in connection with bid on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance deposit of money, service, or anything of more than

nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT:

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION:

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

CONTRACT:

Any contract resulting from his bid shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the bidders response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

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 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 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT:

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

PROTECTION ON SITE

The contractor expressly undertakes both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the contractor's operation in connection with the Work.

PROTECTING THE WORK AND ADJACENT PROPERTY

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property and the property where the Work is being done from injury or loss arising in connection with any resultant Contract. The contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

DAMAGE TO THE WORK

The contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until contractor completes the Work and it is approved and accepted by the County.

DAMAGE TO EXISTING STRUCUTURES

Damage caused by contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the contractor, at its sole expense, as directed by and to the satisfaction of the City.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the INVITAITON FOR BID shall belong exclusively to the

County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

NOTICE OF PROPRIETARY INFORMATION FORM

IFB #2019-034

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).

**INVITATION TO BID #2019-034
BID FORM**

BIDDERS SIGNING THE BID FORM AGREE THAT THE PRODUCT BEING BID CONFORMS TO ALL SPECIFICATIONS LISTED IN THE BID. BIDDER CERTIFIES THAT BY SUBMISSION OF THIS BID, IT HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION FOR BID.

10.875" tall x 8.375" wide publication. Sample paper and stock must be submitted.

Description	Number of pages	Qty.	Bid Price
Provide printing services for the County's Parks, Recreation and Tourism Program in accordance with the Statement of Needs listed in IFB # 2019-034 with delivery to mailing service vendor.	56	60,000	
Provide printing services for the County's Parks, Recreation and Tourism Program in accordance with the Statement of Needs listed in IFB # 2019-034 with delivery to mailing service vendor.	64	60,000	
Provide printing services for the County's Parks, Recreation and Tourism Program in accordance with the Statement of Needs listed in IFB # 2019-034 with delivery to mailing service vendor.	72	60,000	
TOTAL			

BID PRICE SHALL INCLUDE SHIPPING CHARGES ASSOCIATED WITH SHIPPING THE GUIDES TO THE MAILING SERVICE VENDOR.

List all deviations from specifications (if any):

Remainder of page intentionally left blank.

INVITATION TO BID # 2019-034
Printing of Parks, Recreation and Tourism's Program Guide
SIGNATURE FORM

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in IFB # 2019-034.

My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke.

I hereby certify that I am authorized to sign as a Representative:

Firm Name _____

Address _____

FEIN _____ PHONE _____

FAX _____ EMAIL _____

VA Contractor License # (if applicable) _____

State Corporation Commission # _____

Roanoke County Business License # _____

Authorized Signature _____

Name/Title (please type or print) _____

