

# INVITATION FOR BID # 17-14

**COUNTY OF MONTGOMERY**  
**PURCHASING DEPARTMENT**  
 755 ROANOKE STREET, SUITE 2C  
 CHRISTIANSBURG, VA 24073-3179

DATE		BID OPENING DATE AND HOUR	SEALED BID
August 23, 2016		September 15, 2016 3:00PM	No

ADDRESS ALL INQUIRES AND  
 CORRESPONDENCE TO:  
 Montgomery County Purchasing Department  
 755 Roanoke Street, Suite 2C  
 Christiansburg, VA 24073-3179  
 Heather M. Hall, C.P.M.  
 Telephone Number: (540) 382-5784  
 Fax Number: (540) 382-5783  
 e-mail address:  
[hallhm@montgomerycountyva.gov](mailto:hallhm@montgomerycountyva.gov)

### SPECIAL INSTRUCTIONS

1. **Sealed Bid** responses should be returned in an envelope with the bid number and opening date indicated on the outside of the envelope.
2. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department.
3. Responses must be submitted on this form and the attachment provided.
4. Responses should be signed below.
5. Responses will be received in the Montgomery County Purchasing Department, at the address listed above, until the bid opening date and hour or, if specified, the bid return date and hour shown above.
6. Contact the Purchasing Department for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
7. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
8. Attachment A is incorporated by reference into this invitation for bid and any resulting contract.

### COMMODITY: Program Brochure

NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	Term contract for the layout and printing of the Montgomery County Parks and Recreation Program Brochure per attached specifications.  Please fill in Section V. Price Schedule for price evaluation.  Initial contract period shall be November 13, 2016 through November 12, 2017. There will be an option for four (4) one-year renewals.				

IN ACCORDANCE WITH THIS INVITATION FOR BID AND SUBJECT OF ALL TERMS AND CONDITIONS IMPOSED HERIN AND IN ATTACHMENTS, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ITEM(S) FOR THE PRICES OFFERED.

FULL LEGAL NAME (PRINT)		FEDERAL TAXPAYER NUMBER (ID#)		DELIVERY DATE	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS		<b>TERMS NET 30</b>	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (INK)		DATE	
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE NUMBER		FAX NUMBER	

## Montgomery County Parks and Recreation Department Program Brochure

I. PURPOSE: The intent and purpose of this Invitation For Sealed Bid is to establish a term contract with one qualified source that can provide printing services for the Program Brochure for the Montgomery County Parks and Recreation Department (MCPR).

### II. SCOPE OF SERVICE:

A. GENERAL: The department's brochure is 5.5 X 8.375 inches folded from 11 x 8.375 flat with 4-color covers and 4-color text throughout the 32, 36, 40 or 44 pages. All the above standard features shall be included in the unit price. The time of year dictates the amount of space needed for program descriptions.

#### B. SCHEDULE AND ESTIMATED QUANTITY FOR Program Brochure

SCHEDULE	QUANTITY
January (January 2017 delivery)	7,000 per issue
April (May 2017 delivery)	7,000 per issue
September (September 2017 delivery)	7,000 per issue

C. COMPOSITION AND LAYOUT: The composition, layout and design of the brochure will be completed by Montgomery County with the InDesign program. InDesign files will be constructed in a printer's layout. Printer will receive print ready PDF of how the brochure should look when printed. Files will be transferred via printer ftp site. If printer does not have an ftp site, files will be transferred via Montgomery County's ftp site.

D. PROOFS: Contractor must provide post-ripped, post-imposed hard copy mockup to be delivered to Parks & Rec office in Christiansburg. All required proofing shall be included in the unit price per issue.

E. AUTHOR'S ALTERATIONS: Any major change from the original copy by the author shall be billed on an hourly basis. Such charges must be supported by the original proofs with alterations indicated thereon.

F. QUALITY COLOR PRINTING: Contractor shall allow for color corrections, dot etching, etc., in order to achieve top quality production from each separation made. Cover and text must be printed by offset lithography. Covers and text will print in four-color. All negatives and color separations under this contract must conform to standards of first-class printing. Montgomery County Parks and Recreation (MCPR) reserves the right to decide whether or not the quality of the work is satisfactory. In addition, any printing found within a period of six months to be defective due to poor presswork or binding shall be rejected and the cost thereof shall be deducted from the invoice of the contractor, or he/she shall refund to Montgomery County the cost of such work. The contractor shall provide MCPR an opportunity for press check of text and cover. For this reason, the contractor must be located within a 250 mile radius of Christiansburg, Virginia or be willing to Federal Express overnight proof to Montgomery County at Contractor's expense.

G. PRINTING DEFINITIONS:

1. CLASS 1 – CRITICAL QUALITY PRINTING (COVER): This class shall be used for four-color process printing where critical color matches are necessary or where engraved and/or embossed invitations are required. Typical examples: matching artists' original paintings or sculptures, or product colors so that true colors or materials used in creating the original are accurately represented, and reproduction of medical slides where true color may be critical. This is a step above "pleasing colors". Finishing and bindery operations shall be of this same critical quality.
2. CLASS 1 – EXCELLENT QUALITY PRINTING (TEXT): This class shall be used when good, clean, crisp reproduction is required. Four-color jobs may be classified as "Class 1". Four-color process subjects shall have pleasing color matches with good skin tone; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. There will be large reverse areas, and/or large solid areas where good, even ink coverage is necessary. Because of the overall design, very accurate registration is required. Laser proofs are generally furnished. Metallic inks may be used. Finishing and bindery operations shall be of the same excellent quality.

H. INK DISTRIBUTION: The contractor must use A-1 quality inks. Ink distribution and four-color reproduction must be of the very best quality.

I. OVER-RUNS AND UNDER RUNS: Quantity delivered will be no less than quantity ordered and no more than 0.5 percent.

J. PAPER STOCK: Paper stock required as follows:

70# Anthem Plus gloss text or equivalent. 90 brightness or higher

K. CONTENT: Each issue will appear similar to the sample issue provided with the bid.

L. BINDING: Saddle stitched on 8.375" side, 3 knife trim.

M. SIZE, NUMBER OF PAGES AND MAKE-UP: *Program Brochure* – 32, 36, 40 and 44 pages including cover, trim size: 5.5 x 8.5 inches.

NOTE: Montgomery County reserves the right to bleed any and all pages to any desired margin.

N. PACKAGING: Band or strap into bundles of 20, then carton pack as convenient.

O. TURNAROUND: 2 weeks from receipt of initial file

P. FINAL FILE: Electronic "flipping book" files for website and for stand-alone use to accompany delivery of books.

III. METHOD OF PAYMENT: Montgomery County shall authorize payment to the contractor after each satisfactory delivery of the Program Brochure and receipt of the contractor's invoice.

IV. INVOICES: Invoices for services provided under any contract resulting from this solicitation shall conform to the descriptions and prices contained in this bid and shall be submitted to:

Montgomery County Parks and Recreation  
 Attn: Leigh Anne Stover  
 755 Roanoke Street, Suite 1E  
 Christiansburg, VA 24073-3174

V. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER)

A. Basic 32 page Issue Delivered to MCPR 5.5 x 8.375 70# Anthem Plus gloss text

Description	Quantity	Unit Price	Additional M RAST
32 pages, four-color throughout	7,000 per issue	\$ /each	\$ /M
	9,000 per issue	\$ /each	\$ /M

B. Basic 36 page Issue Delivered to MCPR 5.5 x 8.375 70# Anthem Plus gloss text

Description	Quantity	Unit Price	Additional M RAST
36 pages, four-color throughout	7,000 per issue	\$ /each	\$ /M
	9,000 per issue	\$ /each	\$ /M

C. Basic 40 page Issue Delivered to MCPR 5.5 x 8.375 70# Anthem Plus gloss text

Description	Quantity	Unit Price	Additional M RAST
40 pages, four-color throughout	7,000 per issue	\$ /each	\$ /M
	9,000 per issue	\$ /each	\$ /M

D. Basic 44 page Issue Delivered to MCPR 5.5 x 8.375 70# Anthem Plus gloss text

Description	Quantity	Unit Price	Additional M RAST
44 pages, four-color throughout	7,000 per issue	\$ /each	\$ /M
	9,000 per issue	\$ /each	\$ /M

E. Alterations

Author's alterations	Price Per Hour
	\$

F. Film Output

Re-outputting of film due to author's alterations	Price Per Page
	\$

VI. SAMPLES:

**Bidders must submit the following samples with their bid:**

**A. Paper stock proposed for use if awarded a contract.**

**B. Magazines, brochures or other publications similar to the Program Brochure.**

The quality of samples submitted may be a factor in making the contract award.

VII. ATTACHMENTS:

- Attachment A      Terms and Conditions
- Attachment B      Standard Contract Form
- Attachment C      Sample Issue of the Program Brochure

**ATTACHMENT A  
TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

[http://www.montgomerycountvva.gov/filestorage/16277/16344/16633/16661/IFB\\_terms\\_and\\_conditions.pdf](http://www.montgomerycountvva.gov/filestorage/16277/16344/16633/16661/IFB_terms_and_conditions.pdf)

**SPECIAL TERMS AND CONDITIONS**

1. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on grand total. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Montgomery County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
2. **AUDIT:** The Contractor hereby agrees to 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. Montgomery County, 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 Montgomery County 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. **BID ACCEPTANCE PERIOD:** Any bid received in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
5. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
7. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid, the signed bid submitted by the Contractor, the Commonwealth Standard Contract Form (copy attached), the General Terms and Conditions, Special Terms and Conditions, the specifications including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.  
A separate contract will be executed by each agency, institution or public body wishing to use any contract resulting from this solicitation.
8. **CONTRACT PERIOD:** The contract shall be for a period of one (1) year from the date of contract award.
9. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.  
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
10. **INSURANCE:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these 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.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

11. **ACCEPTABLE MILL BRANDS:** Only those papers listed in the latest edition of The Competitive Grade Finder Directory fine paper directory book, will be considered as equal.
12. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
13. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of Montgomery County. Any furnished materials shall remain the property of Montgomery County. All such items and materials shall be delivered to Montgomery County in usable condition after completion of the work, and prior to submission of the invoice for payment.
14. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
15. **RENEWAL OF CONTRACT:** This contract may be renewed by Montgomery County upon written agreement of both parties for four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
16. **PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor, and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Montgomery County Purchasing Department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Montgomery County.

Contractor shall give not less than 30 days advance notice of any desired price increase to the Montgomery County Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor, and transportation. Only general "across the board" price increases will be considered and must affect all suppliers of the commodities or goods. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Montgomery County; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. Failure by the Contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Montgomery County Purchasing Department may verify such change in price independently. The Montgomery County Purchasing Department may make such verification as it deems adequate. However, any increase which the Montgomery County Purchasing

Department determines is excessive, regardless of any documentation supplied by the Contractor, may be cause for cancellation of the contract by the Montgomery County Purchasing Department. The Montgomery County Purchasing Department will notify the contractor in writing of the effective date of any increase which is approved. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Montgomery County immediately. Failure to do so will result in action to recoup such amounts.

17. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On Bid Cover Page  
Attention: Name Of Person Signing Bid

If to Montgomery County:  
Attn: Heather Hall  
Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

and

Montgomery County Parks and Recreation  
Attn: Mitchell Haugh  
755 Roanoke Street, Suite 1E  
Christiansburg, VA 24073-3174

18. **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.
19. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County 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 his subcontractor(s) and shall assure compliance with all requirements of the contract.

**ATTACHMENT B  
COUNTY OF MONTGOMERY  
STANDARD CONTRACT**

**Contract Number:**

This contract entered into this \_\_\_ day of, 201\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and the County of Montgomery, called the "County".

**WITNESSETH** that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide the services to the County as set forth in the Contract Documents.

**CONTRACT PERIOD:** The initial contract period is \_\_\_\_\_ through \_\_\_\_\_.

**COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid in accordance with the Contract Documents.

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of signed Contract, the Invitation for Bid Number, dated \_\_\_\_\_, together with all written modifications thereof, the bid submitted by the Contractor dated \_\_\_\_\_, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

**COUNTY OF MONTGOMERY:**

By: \_\_\_\_\_ By:

Title: \_\_\_\_\_ Title: