

REQUEST FOR PROPOSALS
RFP

Issue Date: 11 January 2002 RFP# V211-02-072

Title: VMI Class of 2004 Rings

Commodity Code: 08060

Issuing Agency: Commonwealth of Virginia
Purchasing Office
Virginia Military Institute
Lexington, Virginia 24450-0304

Using Agency And/Or Location
Where Work Will Be Performed: Virginia Military Institute
Lexington, Virginia

Period of Contract: From Date of Award Through Note: Section III (E)

Sealed Proposals Will Be Received Until 2:00 p.m. EST, 8 February 2002 For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: LTC Jeffrey L. Lawhorne. Telephone: (540) 464-7323.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Purchasing Office, Room 314, Smith Hall, Virginia Military Institute, Lexington, Va.

In Compliance With This Request For Proposals And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

Date: _____

By: _____
Signature in Ink

_____ Zip Code: _____

Title: _____

FEI/FIN NO. _____

Telephone: _____

FAX #: _____

PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on 24 January 2002, 4:15 pm in the Board Room, Smith Hall, VMI. Reference: Paragraph VI herein).

Note: If you are an individual with a disability and need reasonable accommodations, please contact Mrs. Charlene Wilson (540) 464-7323, no later than 23 January 2002, 10:00 am, local time.

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- I. **PURPOSE:** The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations for the design, production, promotion, sale, service and delivery of Class of 2004 rings for Virginia Military Institute (VMI), an Agency of the Commonwealth of Virginia.
- II. **BACKGROUND:** The Class of 1848 is credited with having initiated the custom of class rings at the Institute. Since that early beginning, the class ring has come to symbolize the tradition of the Institute as well as the particular accomplishments of each class. If graduation is the most anticipated event in the life of a cadet, certainly receiving the class ring is next in importance.
- III. **STATEMENT OF NEEDS:** The Contractor shall have the capability of producing class rings as large as 40dwt in 10 or 14 carat plumb gold according to the following specifications:
- A. The ring collection to be offered for sale to the VMI Class of 2004 by the Contractor shall include the men's traditional, men's complimentary, women's miniature, and the women's dinner ring as mutually agreed upon by the Contractor and VMI, as represented by the Ring Committee.
- B. The 2004 Ring Committee, in conjunction with the Director of Auxiliary Services, is authorized to provide the Contractor with design ideas and will approve all designs and mock-up of rings and ring accessory items prior to production. **Any changes affecting the agreed upon base price of the ring will be forwarded to the Purchasing Office for appropriate action.**
- In the event the Class or the Superintendent, VMI, disapproves of the design of the ring subsequent to fabrication of dies, replacement dies for manufacture of rings in accordance with design satisfactory to the Class and the Superintendent shall be fabricated at the sole expense of the Contractor.
- C. The ring collection shall be promoted as mutually agreed upon by the Contractor and VMI. The Ring Committee shall have final approval of all promotional materials and schedules for the order taking sessions. A Ring Committee member shall also be available during all ring order taking and delivery sessions to assist the Contractor.
- D. All rings included in the Class of 2004 collection shall be of VMI design. Contractor's stock rings shall not be included in the VMI program. The Contractor shall, at its sole expense, cause the entire official class ring to be copyrighted by the United States of America. The Contractor shall assign such copyrights to Virginia Military Institute.
- E. The Contractor is prohibited from changing the year on any Class of 2004 ring. Only the "2004" year date may appear on any ring designed by the VMI Class of 2004 Ring Committee. Title to the dies and molds used in the manufacture of the official class rings hereunder shall be vested in Virginia Military Institute. The Contractor shall, at its sole expense, maintain such dies and molds in first class condition at all times.
- All such dies and molds shall be retained by the Contractor and shall remain in the possession of the Contractor, except in the event the Contractor shall cease to manufacture class rings or shall no longer do business, the Contractor shall forthwith deliver such dies and molds to Virginia Military Institute.
- F. **Purchases Subsequent to Graduation:**
1. Subsequent to the graduation of the Class of 2004, the Contractor shall not sell or otherwise furnish an official class ring to any person, firm, corporation or association, except upon prior written authorization of the Executive Vice President of the VMI Alumni Association.
 2. While a Cadet or after graduation and for the owner's lifetime, any ring damaged or destroyed will be replaced by an **identical class ring**, not a composite of Institute rings.
- G. **Reserved.**
- H. **Embedment Letters:** The Contractor shall inlay gold embedment (encrusts) providing solid 10 Karat gold pieces countersunk into stone to a depth of approximately .030 millimeters to any official class ring purchased hereunder subsequent to the purchase thereof at the then current cost of inlaying such embedment in the stone of such ring.
- I. The Contractor shall furnish an official class ring, 28dwt, 10K gold, free of charge for presentation to the Class of 2004 for display in the Museum, Virginia Military Institute.

- J. The Contractor shall, without additional charge, engrave full name, along with hometown or social security number in men's official rings and full name engraving in women's dinner rings.
- K. The Contractor shall offer a trade-in-allowance for high school and junior college rings toward the purchase price of an official 2004 class ring based on the current old gold salvage value.
- L. The Contractor shall individually box all official men's class rings. The box shall be of appropriate size to house a man's traditional ring; the construction of the box shall be walnut; the box shall be imprinted with the official VMI logo.
- M. The Contractor's representatives shall not contact any one of the Class of 2004 officers or Ring Committee prior to the awarding of the ring contract without prior knowledge and approval of the Director of Auxiliary Services.
- N. The Ring Committee chairperson shall serve as the spokes-person for the Class of 2004 after award of the contract. If the chairperson is required to travel beyond the locality of Lexington, Virginia for the purpose of conducting business with the Contractor, a professional staff member, as designated by the Director of Auxiliary Services, must accompany him.
- O. The Contractor shall provide one (1) and only one (1), men's official class ring to each eligible purchaser unless otherwise instructed in writing by the Director of Auxiliary Services.

IV. PROPOSAL PREPARATION AND SUBMISSION

- A. General Requirements:
 - 1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and seven (7) copies of each proposal must be submitted to VMI. The Offeror shall make no other distribution of the proposals.
 - 2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Agency at its discretion.
 - b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - d. **Proposals should be organized in the order in which the requirements are presented in the RFP.** All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number and subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

3. Oral Presentation: All Offerors with accepted proposals in response to this RFP shall be required to give a presentation on their rings to the Institute. This presentation is for the Cadets serving on the 2004 Ring Committee to ask questions and give the artist design ideas only. There will not be an opportunity for the vendor to clarify or expand on his/her proposal so please keep this in mind when preparing your proposal. The proposal should be complete and contain all information you want evaluated. This will be your only opportunity to do so. We want to avoid repetition. The oral presentation shall include the presentation and discussion of sketches by the Offeror's artist or proposed ring designs and shall include display(s) of representative samples offered.

Each Offeror shall bring **only one** representative sample of each of the following rings for display.

- * Men's Official, 28 dwt
- * Women's Miniature, 3 dwt
- * Women's Dinner, 3dwt
- * Men's Alloy ("Combat")
- * Men's Complementary, 20 dwt

Each Offeror shall submit to the Purchasing Office no later than 2:00 pm, 25 January 2002, a sketch of the Institute side of the 2004 class ring for a blind evaluation. Sketches that have company identification on them will be disqualified from the blind evaluation. All sketches shall be in color.

The Institute side of the 2004 class ring shall include:

- * Virginia Mourning Her Dead
- * The Institute Crest
- * Virginia state flag with the New Market Battle Streamer
- * The United States flag
- * 1839
- * The Latin motto: Virginiae Fidem Praesto- on a banner

See attached photocopy.

The Offeror is required to limit the number of representatives at the oral presentation to four (4). These four (4) representatives may include a sales representative, a company artist, a marketing representative, and a national headquarters representative.

The date for the oral presentations will be Tuesday, 06 February 2002. More details will be forwarded to those submitting proposals.

4. Informal Communications: From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the Institute rejects all proposals, informal communications regarding this procurement shall cease.
- a. There shall be no requests from Offerors to any Office or Department of the Institute with the exception of the Purchasing Office for information, comments, etc. and they shall be written or faxed.
 - b. **There shall be no contact with any Cadets participating on the 2004 Ring Committee.**
5. Formal Communications: From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Contractor, and all other offerors have been notified, or when the Institute rejects all proposals, all communications between the Institute and the Offerors will be formal or as provided for in this RFP or as requested by the Purchasing Office. Formal communication shall include:
- a. Oral Presentations
 - b. Site Visits

6. **ANY FAILURE TO ADHERE TO PROVISIONS SET FORTH IN #4 AND #5 ABOVE MAY RESULT IN THE REJECTION OF ANY OFFERORS PROPOSAL AND/OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.**

B. Specific Requirements: Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of this complete RFP, signed and completed as required.
2. Complete Data Sheet (Attachment A)
3. A written narrative statement including:
 - a. The experience and variety of services provide by the Offeror.
 - b. The expertise of Offeror's staff and a description of Offeror's training and development program which will assure that all personnel assigned to perform under any resultant contract shall be capable and qualified in the work assigned to them.
 - c. Information regarding the Offeror's company history and experience.
 - d. Information on the production techniques, product quality and quality control.
 - e. A discussion of proposed ring program accessory items, **to include a brochure that depicts the color of the various stones being offered. THE OFFEROR SHALL CLEARLY INDICATE THE COST ASSOCIATED WITH EACH OPTIONAL RING ACCESSORY.**
4. Ring Pricing: Due to the fluctuating nature of gold prices, the Offeror must provide a pricing structure based on the price of gold being \$280 per ounce. The actual cost of gold will not be determined until the date when gold is purchased. Any increase or decrease in the price of gold will result in a corresponding increase or decrease in the price of the rings. Golds price will be set on the day of award of the contract.

Offeror must state formula that will allow computation of the price of a particular ring at any given gold price.

Ring pricing shall be provided for the following rings produced from 14K, 10K plumb gold, and alternative alloy by the Offeror.

- a. Men's Traditional 40dwt, 28dwt, other
- b. Men's Complementary, 20dwt
- c. Women's Miniature 3dwt
- d. Women's Dinner 3dwt
- d. Combat

Information regarding options included in the base price, and the price of genuine stones, diamonds, synthetic diamonds, and synthetic stones not included in the base price must be provided.

5. Ring Payment Plans, to include:
 - a. Minimum deposit requirements and methods of deposit payment.
 - b. Discounts for pre-payment of entire order and methods of such payment.
 - c. Accepted forms of credit cards and restrictions on use.
 - d. Installment payment plan options.
3. Gold salvage trade-in options.

- 6. Warranty:
 - a. Length and conditions of guarantee regarding defects in materials and workmanship.
 - b. Length and scope of guarantee regarding stones and stone decorations.
 - c. Conditions and associated charges for ring re-sizing and specific ring adjustments.
 - d. Conditions and associated charges for replacement of damaged rings.
 - e. Conditions and associated charges for ordering additional rings.
 - f. Refund policy for rings returned for students who fail to graduate with the class designated on the ring.
 - g. Responsibility and procedures for resolving disputes regarding the validity of warranty clauses.
 - h. Conditions and associated charges for restoring ring finish.

Differences in conditions and charges prior to and beyond graduation must be explained.

V. EVALUATION AND AWARD CRITERIA

A. Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:

	<u>Point Value</u>
1. Submission of complete proposal as indicated in the Specific Requirements of the RFP	20
2. Service as related to: warranty; payment plans; what is included in the base price; accessory items; the number of ring try-on sessions; and will a gemologist be present when orders are taken	25
3. Experience of the sales representative, the die cutter and the artist (designer)	15
4. References from other clients Note: See Attachment A	10
5. Price	<div style="border-top: 1px solid black; display: inline-block; width: 50px;"></div> 30
	100

B. Award: Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but shall not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Commonwealth determine in writing and its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- VI. MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on 24 January 2002 at 4:15 pm in the Board Room, Smith Hall, VMI. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Offerors having a clear understanding of the specifications and requirements for this solicitation, **attendance at this conference will be a prerequisite for submitting a proposal.** Proposals will only be accepted from those offerors who are represented at this proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.vcu.edu/procurement> or a copy may be obtained by calling VMI Purchasing at (540) 464-7323.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act. If the award is made to a faith based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia Section 11-35.1E).

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, disability, or other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPS:**
- (1) **For Request for Proposal:** Failure to submit a proposal on the official state form provided for that purpose may be cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon

determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia, §11-69*).

2. To Subcontractors:

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

- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any 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 Purchasing Manual for Institutions of Higher Education and Their Vendors. 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.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. 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 clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE:
- By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 11-46.3 and 65-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy.
- B. Employers Liability - \$100,000.
- C. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability or Owner's and Contractor's Protective Liability.. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- D. Automobile Liability - \$500,000 - combined single limit (Only used if motor vehicle is to be used in the contract.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employee's; (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 forgoing 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.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. 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. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any said materials during said period.
- C. BID/PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for forty-five (45) days. At the end of the forty-five (45) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror

Due Date

Time

Street or Box Number

IFB No./RFP No.

City, State, Zip Code

IFB/RFP Title

Name of Contract Officer: LTC Jeffrey L. Lawhorne, Director of Purchasing and Disbursements or
 The envelope should be addressed as directed on Page 1 of the solicitation.

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

- E. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- F. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the Purchasing Agency pursuant to this solicitation shall belong exclusively to the Purchasing Agency and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- H. EXTENSION OF CONTRACT: Upon written agreement of both parties, this contract may be extended by the purchasing agency for two (2) successive one-year periods, under the terms and conditions of the current contract and subject to successful negotiation of price.

IX. METHOD OF PAYMENT:

- A. Any member of the Class of 2004 who shall order an official class ring hereunder shall be liable to the Contractor for the full payment of the agreed purchase price thereof, subject to all of the terms, conditions, and provision of this agreement.
- B. No liability shall be attached to or be imposed upon the Purchasing Agency, or any of its officers, employees, servants, agents or attorneys either jointly or severally hereunder, except as herein before specified and provided in Paragraph (A).

X. PRICING SCHEDULE: The Offeror shall furnish rings at the following base prices with stone as specified by the individual members of the Class of 2004:

	<u>14k</u>	<u>10k</u>	<u>Alloy</u>
Men's Official, 40 dwt w/box	_____	_____	_____
Men's Official, 36 dwt w/box	_____	_____	_____
Men's Official, 28 dwt w/box	_____	_____	_____
Men's Complementary, 20dwt	xxxxx	_____	xxxxxxx
Ladies' Official Miniature, 3dwt	_____	_____	_____
Ladies' dinner ring, 3 dwt	_____	_____	_____

Above Pricing Reflects Gold at \$280.00 Per Ounce

PRICING SCHEDULE- OPTIONAL ACCESSORY ITEMS:

“COMBAT” Ring	_____
T- Shirt	_____
Lifetime Replacement of Ring	_____
Cleaning Cloths	_____
Poster of 2004 Ring	_____
Service Pack	_____
Included: Name, address, and phone number of representative	
Toll free number of factory representative	
Ring Warranty	
Informational ring brochures	
Padded mailer	
Repair forms	
Invitations to Ring Figure (4 per cadet)	_____
Wallet Card	_____
Other Accessories offered by Offeror	_____

Provide price listing of genuine stones, diamonds, synthetic diamonds and synthetic stones that are not included in the base price of the ring.

ATTACHMENT A

CONTRACTOR QUALIFICATION SUMMARY SHEET

1. CONTRACTOR

Name: _____

Address: _____

Contact Person: _____

2. Years in business: Indicate the length of time you have been in the business providing this type of service:
_____years _____months.

3. Reference: Indicate below a listing of at least four (4) recent references for which you have provided this type of service. Include the date service was furnished and the name and address of the person the Purchasing Agency has your permission to contact.

Name at least one account you have lost within the last three (3) years. Include the name and address of the person the Purchasing Agency has your permission to contact.

CLIENT

ADDRESS

PERSON TO CONTACT AND PHONE NO.