REQUEST FOR PROPOSAL

<table>
<thead>
<tr>
<th>RFP #</th>
<th>18-1002</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>November 20, 2018</td>
</tr>
<tr>
<td>Title</td>
<td>USD Magazine and Other Miscellaneous Print Services</td>
</tr>
<tr>
<td>MANDATORY Pre-Bid Conference</td>
<td>Wednesday December 12, 2018 – 10am</td>
</tr>
<tr>
<td>Questions/Clarifications</td>
<td>Friday January 18, 2019, 5PM PST</td>
</tr>
<tr>
<td>Bid Due Date</td>
<td>Monday January 21, 2019, 5PM PST</td>
</tr>
<tr>
<td>On-Site Interviews</td>
<td>Monday February 11, 2019, 10:00AM PST</td>
</tr>
<tr>
<td>Contract Award</td>
<td>March 1, 2019</td>
</tr>
<tr>
<td>Term</td>
<td>1 Base Year Plus 2 One-Year Options (Total 3 Years)</td>
</tr>
</tbody>
</table>

Dates are subject to change. All changes will be reflected as an Addendum to the RFP, which will be posted on the Procurement Services webpage at http://www.sandiego.edu/procurement

RFP Issued by

USD Procurement Services
5998 Alcala Park – PS 116
San Diego, CA 92110
Tel: (619) 260-4782
https://www.sandiego.edu/procurement/
Procurement Contact: Theresa Harris
Email: theresaharris@sandiego.edu
SECTION I – INFORMATION FOR VENDORS

1.1 PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit bid proposals for USD Magazine and Other Miscellaneous Print Services as outlined in this RFP.

1.1.2 INTENT: Based on this RFP, USD intends to award a contract to the responsible Vendor whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered. USD reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the University to be in its best interest.

1.1.3 TERMS: USD’s standard Terms & Conditions (see attachment marked Terms & Conditions) will apply to all contracts or purchase order. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

The University of San Diego is a private Catholic institution of higher education, located on over 180 acres overlooking San Diego's Mission Bay. Chartered in 1949, USD enrolls just over 8900 students who may choose from more than 70 undergraduate and graduate degree programs. The student population has approximately 5,774 undergraduate, 2,138 graduate and 993 law students.

The USD campus supports six schools and one college, with over 909 faculty and over 2,000 administrative, staff and temporary employees. The majority of the University buildings are on the main campus with some residence halls and offices located off-site.

1.2.1 SCOPE OF WORK

The scope of the project is to provide the University with printing services for the publication of the flagship “USD Magazine”, as well as other miscellaneous printing services that may be required by the University on a case-by-case basis. Examples of miscellaneous printing services include annual calendars, brochures, Christmas cards, envelops, various programs and postcards, fliers, mailers, handbooks, posters, folders, prospectus, postcards, invitations, cards and envelops.

USD MAGAZINE

In the current environment the University prints three (3) editions of USD Magazine throughout the year. The schedule consists of the Spring edition in January, the Summer edition in May and the Fall edition in September. (Note: these are approximate dates).

The magazines vary depending upon the content and as such, the pages vary and can either be 36 to 44 pages plus cover. Each edition has a No. 9 envelope inserted inside, which is printed separately from the magazine. Approximately sixty-six thousand (66,000) copies of the magazine are printed three times a year. Please provide quote for 36, 40 and 44 pages, plus cover (See Cost Sheet). Quotes should include 50 spot color images to be color corrected prior to final files being submitted for printing preparation. Quotes must also include any additional charges such as alteration on press. Also include quotes for additional 1000’s (above 66,000), as the mailing list is fluid.
1.2.2 Design and layout of the magazine is completed internally and upon completion, the University Publications Department provides the printer with a high resolution electronic print ready file with all artwork, content, graphics and native files. The printing of the magazine is a high quality six-color press process containing many screen combinations. The University requires details about the presses that will be used in order to avoid scuff marks and to determine the time needed for ink to dry in order to determine the overall time-frame of this printing job from start-to-finish. Vendor to also describe whether their presses use 1-sided or 2-sided printing, which will assist the University in determining timing for each issue’s print run. Full press file must be sent to the University Publications Department for review before printing. The client will receive the following printers proof for each issue of the magazine: (1) complete Epson color proof in signature format. (2) paginated digital blueline. Upon completion of the printing process the printer will provide the client with a disk or disks with all edited files used for press in paginated format and pdf version of the magazine in the following formats: High-resolution single and spread formats and the same in a low-resolution format.

1.2.3 Mailing services are currently provided by a mailing house, Eyecomm and estimated postage fees are paid by the University. The incumbent printing vendor may submit pricing for mailing services with proposal and describe how these activities will be coordinated and completed.

1.2.4 Magazines not mailed are packaged and shipped to various offices of the University. Printer’s quote to include delivery to USD and mailing and specify cost for storage of magazines per thousand on the rare occasion that this service is needed. A sample of the magazine can be found at http://sites.sandiego.edu/usd-magazine/

1.2.5 PROGRAM MANAGEMENT

1.2.5.1 The Vendor shall have state of the art print facility and render USD Magazine Printing Services that is of good quality, free from faults and defects and performed by skilled and qualified workers.

1.2.5.2 The Vendor is required to have an account manager and customer service representatives. The University’s requirement is to work with one assigned representative.

1.2.5.3 Vendor shall supply with their bid at least three (3) sample magazines from production jobs previously produced that are similar to the printing requirements of the University. The samples should be from clients that the Vendor has maintained a long term printing relationship.

1.2.5.4 Upon production of the magazine, Vendor shall provide an invoice which details the per magazine cost.

1.2.5.5 The pricing identified in the Cost Sheet will not change for the duration of the contract or any renewal years and no additional charges or surcharges of any kind will be added, except for alterations on press at the University’s request, unless required by law. Quotes must include all estimated taxes. Vendor shall confirm its commitment to this requirement.
1.3 MAGAZINE PRINTING SPECIFICATION

1.3.1 Vendor shall provide USD Magazine Printing Services three (3) times per year. Printing will commence with the Summer 2019 issue and the subsequent Fall 2019 issue. All issues will likely have a printed No. 9 envelope which the Vendor will insert between the front cover and page 1 of the magazine. This bid does not include printing remit envelopes, a project which is handled and funded by the Office of Annual Giving.

1.3.2 The Vendor shall furnish all necessary labor, resources, equipment and material for the provision of Magazine Printing Services which shall include the following

**Description**

Title: USD Magazine  
Quantity: 66,000 (provide estimate for additional 1000’s)  
Finished Size: 9”x11”  
Flat: 18”x11”  
No. Pages including Cover: Varies (36-44)

**Paper Specifications**

Cover Stock: White TopKote Dull Cover 78# Cover and White TopKote Dull Book 80# book  
(Style/Color/Finish)

**Presswork Specifications**

Text Ink: 4/4 printing process covers on all pages.  
Cover Ink: 6/6 printing process with soft touch coating  
Cover Coating: SoftTouch Aqueous coating (front and back cover) to be bid with and without coating.

**Bleeds:** Full bleeds

**Prepress Specifications**

Artwork/Photos: Printer will be provided in small batches, no more than 50 images for spot proofs. Proofs will be provided in Epson Color proofs along with the digital color images provided on CD or DVDs

Layout: Artwork provided in InDesign files in paginated format. Spread size 18” x 11”; trimmed and folded to 9” x 11”.

Proof Request: One (1) Epson Color Proof of entire magazine in signature format. (2) Digital blue lines tried and folded down to paginated format with remit envelope inserted for placement approval.
Bindery Specifications
Binding: Saddle Stitch magazine on 11” dimension

Packaging
Carton Pack/FOB San Diego

1.3.3 DESCRIPTION: The Vendor shall produce a magazine, which can range from 36 pages plus cover to 40 pages plus cover to 44 pages plus cover. The pages are saddle stitched. If SoftTouch Aqueous is not used, 2 page cover to use White TopKote Dull coating and must first be approved by the USD team.

1.3.4 PAPER: Vendor shall not deviate from the specified stock unless specified by the University. Vendor shall indicate the mill brand that will be utilized. Vendor should make every effort to use FSC certified paper, vegetable-based inks in order to support environmentally appropriate, socially beneficial and economically viable management of the world’s forests.

1.3.5 PRESSWORK: Vendor shall not deviate from the specified text ink, ink cover, cover coatings or bleeds. The magazines shall have full bleeds throughout.

1.3.6 PREPRESS: The University’s requirement is for One (1) full Epson color press ready proof. The Vendor shall provide one (1) digital blueline press proof folded in paginated format for approval within two (2) business days upon receipt of artwork from the University. The proof will be sent to the attention of Senior Director Julene Snyder and Senior Creative Director Barbara Ferguson in the University Publications Department.

1.3.7 BINDERY: The magazine is saddle stitched. The Vendor shall print and insert a printed No. 9 envelop between front cover and page 1 of the magazine.

PRINTING: The Vendor shall deliver the finished magazine to the mailing house, which is currently Eyecomm Marketing Agency located at 10960 Wheatlands Ave Suite 108 Santee CA 92071, the USD Mail Center located behind Maher Hall on Alcala Park Way and various departments on campus no later than twelve (12) business days following receipt of proof approval from the University. The Senior Director (Julene Snyder) will provide vendor with on campus locations for delivery. Vendor shall confirm the standard magazine turnaround time after approval of proofs as it is imperative that the Vendor meet the University’s deadlines.

1.3.8 PACKAGING: Carton pack with FOB San Diego

MISCELENEOUS PRINTING SERVICES

The University may require printing services for items such as annual calendars, brochures, Christmas cards, envelops, programs, postcards, fliers, mailers, handbooks, posters, folders, prospectus, and invitations. The University on a case-by-case basis may require various quantities of these items. Below is a sample of the printing projects of the University for past years. Quantities are estimates only and may vary therefore please provide a cost sheet with unit and/or bundled pricing for any of the miscellaneous print services your firm is able to provide.
1.3.9  THRESHOLD CRITERIA

The Vendor must have a minimum of five (5) year experience in providing Print Services.

The Vendor must have worked with an institution of higher education or not-for-profit entities within the last three (3) years.

General Information (Limit 30 Pages)

a) Identify what printing presses will be used for USD Magazine and miscellaneous printing services (Eg. Perfecting Press etc.)

b) Explain if binding is done in-house or through third party vendors and provide the names and address of each third party vendor (See Small Business Utilization Form)

c) Explain how many days vendor anticipates being on press for USD Magazine and explain the complete turnaround time from the time USD delivers disks, to delivery, to mailing house, and then to the University.

d) Provide a cover letter with information that demonstrate that your firm meets the threshold criteria in Section 1.3.9 of this RFP.

e) Provide a brief description of your firm, its history and ownership structure and its number of employees. Also, include any significant developments, or organization ownership or financial structure changes that have occurred in the last three (3) years, or that you anticipate in the future.

f) Provide the name, title, and email address of the individual who the University should contact with respect to your proposal. Make a statement regarding the availability of this individual as the primary contact to the University throughout the term contemplated in the RFP.

g) Provide a summary of your firm’s experience with executing the obligations or duties listed in this RFP, and begin with specific references to work for institutions of higher
education or not-for-profit organizations. In describing this experience, you should name each client and the nature of the work performed, with specific reference to the (a) services provided and (b) the term of such services.

h) Describe how your firm would staff the engagement and the firm’s availability of resources to staff the engagement

i) Provide samples that demonstrate your firm’s capability of providing its services to the University.

j) Describe how your firm plans to provide the services described herein. Describe what your firm believes is integral to executing the scope of services and discuss any issue that you feel are unique and important to providing the services.

k) Describe why your firm is well suited to provide services to USD and describe your firm’s understanding of the University.

l) Describe any areas or subjects related to the services to be provided in response to this RFP in which you feel your firm has special expertise and the nature of that special expertise

m) Identify any additional services not covered by the scope of work that your firm believes may be of particular value to the University. Please describe why you believe these services to be relevant

n) Identify any services listed that your firm is not able to provide and explain why you are not able to provide these services.

o) Provide three (3) recent client references that best represent your ability to perform the tasks described. (See Vendor Business Reference Form attached)

p) Provide copies of your two (2) most recent audited financial statements. If audited financials are not available, please explain why and identify how the University can assess the financial condition of your firm

q) Identify and sub-consultants or sub-contractors that you plan to utilize as part of your firm’s proposed team.

r) Discuss any past civil or criminal legal investigations, litigations or regulatory action involving your firm or any of its employees that could impact your role or ability to serve as a vendor to the University. If none, include a statement that there are no past or present civil or criminal legal investigations, or pertinent litigation and or regulatory actions that could impact your firm’s ability to serve in the required capacity.

s) Identify the nature of any potential conflict of interest your firm or any proposed sub-consultants might have in providing the services required under this RFP.

t) Describe Vendor’s approach to sustainability and any sustainable practices vendor may employ in providing the services required under this RFP.
2.0 SECTION 2 - KEY EVENTS

2.1.1 PRE-BID MEETING AND SITE INSPECTION: A Mandatory Pre-bid Conference is scheduled for **Wednesday December 12 at 10:00am**. Please email the procurement contact on the Cover Page for location of the Pre-Bid Meeting. This conference will provide Vendors with an opportunity to answer questions related to the RFP prior to submittal of the bid proposal.

2.1.2 QUESTION AND ANSWER PERIOD: The Question and Answer period will be open through **Friday January 18, 2019, 5:00PM PST**. The University will accept only written questions from all potential Vendors in accordance with the procedures outlined in this RFP.

2.1.3 SUBMISSION OF BID PROPOSAL: In order to be considered for award, the bid proposal must be received the Procurement Services Department before or at the submission deadline. Please submit proposals to theresaharris@sandiego.edu

3.0 SECTION 3 - ADDITIONAL INFORMATION

3.1.1.1 ADDENDA: In the event that it becomes necessary to revise the RFP, such clarification or revision will be by addendum. All Addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP.

3.1.1.2 VENDOR RESPONSIBILITY: The Vendor assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid closure because of a Vendor’s failure to be knowledgeable as to all of the requirements of the RFP.

3.1.1.3 COST LIABILITY: The University assumes no responsibility and bears no liability for costs incurred by a Vendor in the preparation and submittal of a bid proposal in response to this RFP.

4.0 SECTION 4 - DELIVERY OF DATA TO THE PRINTER

4.1.1 The Vendor will be supplied with a file containing the entire print document, including all images, photos and other elements. The format will be in InDesign format. The envelop insert is printed separately. The Vendor shall conform its acceptance of this delivery method.

5.0 SECTION 5 - MAILING SERVICES

5.1.1 Vendor may provide mailing services in lieu of EyeComm, which includes processing mailing lists and addresses. This information will be forwarded to the Vendor in excel format via email. Please provide details of mailing services with proposal.

5.1.2 In the event the Vendor does not have the capability to provide mailing services, the Vendor shall deliver the magazines to the mailing house, which is currently EyeComm Marketing Agency located at 10960 Wheatlands Ave. #108, Santee, CA 92017.
5.1.3 The Vendor will coordinate with the Office of Annual Fund to ascertain that there are enough No. 9 remit envelopes on hand to insert into each issue of the magazine. The University print services occur during normal business hours (Mon-Fri 8:30am to 5:00pm).

6.0 SECTION 6 - BID PROPOSAL PREPARATION AND SUBMISSION

6.1.1 GENERAL: The Vendor is advised to thoroughly read and follow all instructions contained in this RFP, in preparing and submitting its bid proposal.

6.1.2 DOCUMENTS THAT MUST BE SUBMITTED WITH BID PROPOSAL: The following must be submitted with all proposals.

6.1.2.1 COMPANY PROFILE, SIGNATURE PAGE, PRICE SHEET(S), CONTACT INFORMATION, REFERENCES, CERTIFICATE OF INSURANCE, OWNERSHIP DISCLOSURE FORM, CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, SMALL BUSINESS PARTICIPATION, AND CONFLICT OF INTEREST FORM. The Vendor shall complete and submit all required forms, including the following, as provided in the RFP. Signature page, all Price Sheets, Contact Information page, Business references page.

6.1.2.2 OWNERSHIP DISCLOSURE FORM: Vendor shall complete and submit with the proposal the Ownership Disclosure form. See attachment titled Ownership Disclosure.

6.1.2.3 CONFLICT OF INTEREST FORM: The Vendor shall complete and submit with the proposal the Conflicts of Interest form. See the attachments titled Conflicts of Interest.

6.1.2.4 CERTIFICATE OF INSURANCE: The Vendor is required to submit proof of liability insurance in accordance with the University’s Insurance Requirements. See attachment titled Insurance Requirements.

6.1.2.5 TERMS AND CONDITIONS: Any exception to the terms and conditions must be submitted with the proposal. See attachment titled Standard Terms and Conditions.

7.0 SECTION 7 - CONTRACT TERM AND EXTENTION OPTION

7.1.1 TERM: The term of the contract shall be for a period of one (1) year, beginning March 1, 2019. The contract may be extended for two (2) additional one-year periods, by mutual written consent of the Contractor and the University.

8.0 SECTION 8 - PROPOSAL EVALUATION

8.1.1 PROPOSAL EVALUATION COMMITTEE: Bid proposals may be evaluated by a committee composed of members of the College Unit/Department responsible for managing the service, the University’s Procurement Department and other employees.
8.1.2 **ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL:** A Vendor may be required to give oral presentation to the University concerning its bid proposal. The University may also require a Vendor to submit written responses to questions regarding the bid proposal. The purpose of such communication with the Vendor, with through an oral presentation or a letter of clarification, is to provide an opportunity for the Vendor to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, changed or corrected in any way.

8.1.3 **EVALUATION CRITERIA:** The University may use, but is not limited to, the following evaluation criteria:

(a) Vendor’s general approach and plans in meeting the requirements of the RFP;

(b) Vendors detailed approach and plans to perform the services required;

(c) Vendor’s documented experience in successfully performing contracts of a similar size and scope;

(d) Qualifications and experience of the Vendor’s team;

(e) Overall ability of the Vendor to mobilize, undertake and successfully complete the contract and be responsive to the University’s needs;

(f) Price quoted and all other related costs to be incurred by the University;

(g) Vendor’s approach to sustainability; and

(h) Vendor’s utilization of small businesses.

8.1.4 **REJECTION OF PROPOSAL:** The University reserves the right, in its sole discretion, to reject any or all bids, or to accept a proposal in whole or in part, if deemed to be in the best interest of the University to do so.

8.1.5 **NEGOTIATION AND BEST AND FINAL OFFER:** The University may negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any Vendor, and/or solicit a best and final offer (BAFO) from one or more of the Vendors.

8.1.6 After receipt of the results of the negotiation and/or BAFO, the University will complete its evaluation and issue an award to the responsible Vendor(s) whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factored considered.

8.1.7 **CONTRACT AWARD:** The University reserves the right to award contracts as a result of this RFP, to more than one Vendor.
9. SIGNATURE PAGE

UNIVERSITY OF SAN DIEGO REQUEST FOR PROPOSAL BID RESPONSE

<table>
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<tr>
<th>RFP No. 18-1002</th>
<th>DESCRIPTION: Magazine Printing Services</th>
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</table>

This bid proposal MUST be received by the University before or at **5:00pm on Monday, January 21, 2019.** Any proposal arriving at the Procurement Department after this submission due date and time will not be accepted.

Read the entire Request for Proposal, including all terms, conditions and attachments.

Documentation below marked with an X must be submitted:

<table>
<thead>
<tr>
<th>Document</th>
<th>With RFP Submission</th>
<th>Document</th>
<th>With RFP Submission</th>
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<tr>
<td>All Price Sheet</td>
<td>X</td>
<td>Ownership Disclosure Form</td>
<td>X</td>
</tr>
<tr>
<td>Vendor Contact Information</td>
<td>X</td>
<td>Conflict of Interest</td>
<td>X</td>
</tr>
<tr>
<td>Vendor Business References</td>
<td>X</td>
<td>Proof of Insurance</td>
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INFORMATION TO BE COMPLETED BY VENDOR

1. Company Name:  
2. Phone Number:  
3. Contact Name:  
4. Contact Email:

5. Company Address:  
6. Tax ID No:

7. Proposed Price:  
   $__________________

8. SIGNATURE OF VENDOR

9. TITLE

10. NAME (Print)  

11. DATE
10. PRICE SHEET

Bid # 18-1002 USD Magazine and Other Miscellaneous Printing Services

UNIT PRICING

The pricing, terms and conditions stated in your response must remain valid for a period of ninety (90) days from the date of delivery of the proposal to the University.

The Vendor shall complete the below referenced Cost Price Sheet for the USD Magazine and Provide separate Cost sheet for additional miscellaneous printing services the Vendor is able to provide. The pricings identified in the Cost Sheet for USD Magazine will not change for the duration of the contract or any renewal years and no additional charges or surcharges of any kind will be added, unless required by law.

Please note that the pages of the USD Magazine vary and can either be 36-44 pages including cover pages. Vendor shall specify the difference in the print quote if any.

COMPANY NAME __________________________________________

REPRESENTATIVE SIGNATURE ______________________________
10. PRICESHEET  

COMPANY NAME: _____________________ SIGNATURE: _____________________

MAGAZINE PRINTING SERVICES – BASE YEAR 1 (Please add page for Option Years 1 and 2)

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<tr>
<th>QUANTITY</th>
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<th>COST (40 PAGES)</th>
<th>COST (44 PAGES)</th>
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<td><strong>Issue 1 - Spring (January)</strong></td>
<td>66,000 (plus add’l 1000s)</td>
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<td>Cover Printing Pricing</td>
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<td>Topkote Coating</td>
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<td>Inside Pages</td>
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<td>Saddle-Stitched Bindery</td>
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<td>Press Proof</td>
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<td>Report Packaging &amp; Delivery</td>
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<td><strong>Issue 2 - Summer Edition (May)</strong></td>
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<td><strong>Issue 3 - Fall Edition (September)</strong></td>
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<td><strong>GRAND TOTAL</strong></td>
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11. INCENTIVES

Vendor should specify any additional services or incentives that will be offered to the University and included in the quoted price. Any incentives must be identified in the response package. The University cannot accept any incentives that are offered post bid.

COMPANY NAME ____________________________________________

REPRESENTATIVE SIGNATURE ___________________________________
12. VENDOR CONTACT INFORMATION

Vendor’s Company Name: __________________________________________________

Company Owner: ________________________________________________________

Address: _________________________________________________________________

Disclosure of Ownership: (List below the names of all Principals or Joint Owners. Use additional sheet as necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position With Company</th>
<th>Percent Ownership (%)</th>
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</table>

Please indicate any classification that applies to the company below (select all that apply):

<table>
<thead>
<tr>
<th>Classification</th>
<th>Indicate with “X” if Applicable</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Small Business</td>
<td></td>
<td>Woman-Owned Business</td>
<td></td>
</tr>
<tr>
<td>Small Emerging Business Enterprise</td>
<td></td>
<td>Minority-Owned Business</td>
<td></td>
</tr>
<tr>
<td>Small Locally-Owned Business (SLBE)</td>
<td></td>
<td>HubZone</td>
<td></td>
</tr>
<tr>
<td>Veteran-Owned Business</td>
<td>Other (Please state Classification)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Number of Years firm has been furnishing services: __________

ACCOUNT MANAGER _______________________________________

TELEPHONE NUMBER _______________________________________

EMERGENCY NUMBER _______________________________________

EMAIL __________________________________________________

OTHER CONTACT __________________________________________
13. VENDOR BUSINESS REFERENCES

Please provide three (3) business references for contracts awarded of similar size and scope to the requirements of this RFP:

Reference 1.
Business Name: ____________________________________________

Address: __________________________________________________

Phone: __________________ Fax: __________________ e-mail: ___________

Contact Person: __________________ Title: _______________________

Number of years agreement in place: ___________________________

Reference 2.
Business Name: ____________________________________________

Address: __________________________________________________

Phone: __________________ Fax: __________________ e-mail: ___________

Contact Person: __________________ Title: _______________________

Number of years agreement in place: ___________________________

Reference 3.
Business Name: ____________________________________________

Address: __________________________________________________

Phone: __________________ Fax: __________________ e-mail: ___________

Contact Person: __________________ Title: _______________________

Number of years agreement in place: ___________________________

COMPANY NAME ___________________________________________

REPRESENTATIVE SIGNATURE __________________________________
14. SMALL BUSINESS UTILIZATION FORM

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>RFP # 18-1004</th>
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</thead>
<tbody>
<tr>
<td>Contact Name</td>
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<td>Phone #</td>
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Small Business Participation

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Address</th>
<th>Scope of Work</th>
<th>Dollar Amount</th>
<th>% Participation</th>
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<tbody>
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</tbody>
</table>

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representation made herein. In making this certification, I certify under penalty of perjury that this information is accurate and correct to the best of my knowledge.

____________________
Signature

____________________
Print Name

____________________
Date
15. CONFLICT OF INTEREST

The University of San Diego (USD) has established procedures for reviewing and addressing conflicts of interest between USD employees and suppliers and otherwise ensuring compliance with the University’s Conflict of Interest Policies.

As part of this process, you, the Supplier, are asked to disclose any and all potential conflicts of interest to USD for appropriate review and disposition. Examples include, without limitation, a USD employee having an ownership interest in your business, your business being owned by a relative of a USD employee, and your business sponsoring speaking engagements or other activities with which USD faculty or staff are involved.

Your failure to complete and return this disclosure form may result in a delay of payment, the termination of your contract and/or suspension of your status as a responsive and responsible provider of goods or services to USD.

Your obligation with regard to the disclosure of conflicts of interest is ongoing; therefore, we ask that you promptly notify us should you become aware of any potential conflict following the submission of this form. At USD’s discretion, you may be asked to update this information periodically.

Supplier Name: ________________________________
Contact Name: ________________________________
Street Address: ________________________________
Phone No.: _________________________________
City, State, Zip: ________________________________
Email: _________________________________

Please select the appropriate statement:

_____ I AM NOT aware of any relationship between the Supplier and a USD employee which could result in potential personal gain for the USD employee or which could enable the USD employee to influence the Supplier relationship for perceived personal gain.

_____ I AM aware of a relationship between the Supplier and a USD employee which could result in potential personal gain for the USD employee or which could enable the USD employee to influence the Supplier relationship for perceived personal gain.

Employee Name: ____________________________________________
Nature of Relationship: ______________________________________

By signing below, you represent and affirm that you have proper authority to act on behalf of the Supplier and that the foregoing statements are true and correct to the best of your knowledge.

__________________________________________________________
Signature Date
__________________________________________________________
Printed Name and Title of Signer

For USD Procurement Use Only

USD Vendor ID #: __________________
Disposition of disclosed potential conflict of interest: ________________________________
__________________________________________________________

Reviewed by: Date: ___________________________
16. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

(1) Vendor certifies to the best of its knowledge and belief that it and its principals:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from doing work under Federal, State or local government award.

b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this certification had one or more contracts terminated for cause or default.

(2) Where the Vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this certificate.

Business Name: _______________________________________

Date: _________________ By: _____________________________________

Name & Title of Authorized Representative

__________________________________________

Signature of Authorized Representative