



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6298

This contract entered into this 14th day of April 2022, by Branner Printing Service hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From May 13, 2022 through May 12, 2023 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal KLN-1134 dated January 10, 2022:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum One, dated January 25, 2022.
(3) The Contractor's Proposal dated January 31, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated April 11, 2022.

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

CONTRACTOR:
By: [Signature]
(Ronald C. Branner)
(Printed Name)

PURCHASING AGENCY:
By: [Signature]
(Krista Nealis)
(Printed Name)

Title: Pres

Title: Buyer Senior

April 11, 2022

1. Contractor Pricing:

- a. Desktop publishing/layout, (Typesetting, File Manipulation, Color Correction):  
First two hours per project – No Charge - \$60.00/Hour thereafter
- b. Author Alterations (AA's): First five hours per project – No Charge - \$60.00/Hour thereafter
- c. Scans: \$12.50/Each
- d. Foil Stamping and Embossing: Prices per project

Proofing

- a. Soft (PDF): \$20.00/File
- b. Hard (Epson): \$18.50/Sheet 20X24

Press Charges

- a. 13 X 19: \$55.00/Hour
- b. 20 X 26: \$95.00/Hour
- c. 20 X 28: \$165.00/Hour

Finishing

- a. Cutter: \$50.00/Hour
- b. Folder: \$55.00/Hour
- c. Stitcher: \$70.00/Hour
- d. Perfect Binding: \$225.00 for 500

Mailing

- a. Mail Prep / Cass Certification / NCOA: \$11.00/Hour
- b. Ink Jet Address: \$25.00/Hour + \$25.00 Set Up Fee
- c. Machine Insert: \$22.00/Hour + \$45.00 Set Up Fee
- d. Insert W/ Variable Data Blind Match 2 Pieces: \$35.00 per 1000
- e. Insert W/ Variable Data Blind Match 3 Pieces: \$45.00 per 1000
- f. Tabbing: \$12.00 per 1000, per Tab
- g. Storage: \$15.00 Monthly per Skid + Delivery

Shipping and Delivery

- a. Pricing listed above shall include the cost of shipping.
- b. All delivery shall be FOB Destination.

Pricing for sample projects provided in Attachment E of the proposal, shall be included in contract as official pricing.

Additional services shall be priced upon request.

2. Contractor shall receive agency approval prior to any Author Alterations (AA's) including subsequent charges.

**April 11, 2022**

3. Contractor shall utilize FSC paper on all jobs and understands it will not be considered for jobs where the FSC logo is required due to the fact that Branner Printing is not currently FSC Certified.
4. Contractor shall mail one (1) hardcopy of each printing project completed for James Madison University to:  
Carolyn Windmiller, JMU Visual Brand Content Art Director  
University Marketing  
ICEH 411 (127 W Bruce Street)  
MSC 3608  
Harrisonburg, VA 22807

5. Contractor shall provide a response to the requesting agency/department for all quotes within two (2) business days after initial request.
6. Contractor shall provide two (2) contract color hard proofs for all four-color publications. Proofs shall be folded and trimmed to size at no additional cost.

For publications with complex folds causing bulky contract color proofs, the Contractor shall provide two (2) accurately trimmed and folded digital proofs at no additional cost.

7. If required by the Purchasing Agency, the Contractor shall be available evenings and weekends, to complete delivery or meet project deadlines. All work shall be mutually agreed upon prior to production. There will be no additional cost for this service.
8. Contractor shall preflight all files to ensure their conformity to the specification provided by the Purchasing Agency at no additional cost including, but not limited to: checking color builds, verifying that correct PMS colors are used, checking folds and trim sizes, checking for low resolution or pixelated images, confirming that fonts are not missing and, if applicable, confirm page count and pagination.
9. Contractor shall accommodate any specialized packaging and delivery requests including shrink-wrapping, labeling, and palletizing at no additional cost to the requesting agency.
10. Overruns or underruns will not be accepted by James Madison University.
11. Additional costs shall be mutually agreed upon by the Contractor and Purchasing Agency.
12. Parties agree that this Negotiation Summary modifies RFP# KLN-1134 and the Contractor's initial response to RFP# KLN-1134, and in the event of conflict this negotiation summary shall take precedence.

**April 11, 2022**

13. Contractor agrees that all exceptions taken within their initial response to RFP# KLN-1134 that are not specifically addressed within this negotiation summary are null and void.



**Branner Printing Service, Inc.**

Response to  
Request for Proposal

**RFP# KLN – 1134**

**General Printing Services**

January 31, 2022



# Request for Proposal

## RFP# KLN-1134

**General Printing Services**

**January 10, 2022**



**REQUEST FOR PROPOSAL**  
**RFP# KLN-1134**

**Issue Date:** January 10, 2022  
**Title:** General Printing Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract: From Date of Award Through One Year (Renewable)**

**Sealed Proposals Will Be Received Until 2:00 PM on Tuesday, February 8, 2022 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: Krista Nealis, Buyer Senior, Procurement Services, [nealiskl@jmu.edu](mailto:nealiskl@jmu.edu); 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

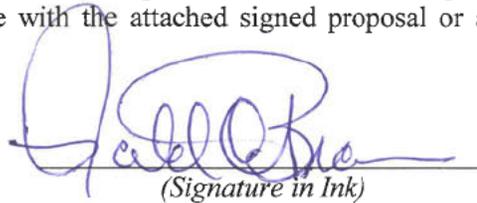
Name and Address of Firm:

Branner Printing Service

13963 Timber Way

Timberville, VA 22853

By:

  
(Signature in Ink)

Name: Ronald C. Branner  
(Please Print)

Date: \_\_\_\_\_

Title: President

Web Address: www.brannerprinting.com

Phone: 540-896-8947

Email: ron@brannerprinting.com

Fax #: 540-896-5922

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 RCB #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

X YES;  NO; *IF YES* ⇒⇒ X SMALL;  WOMAN;  MINORITY **IF MINORITY:**  AA;  HA;  AsA;  NW;  Micro

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**



# ***REQUEST FOR PROPOSAL***

*RFP # KLN-1134*

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## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide general printing services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: [www.jmu.edu](http://www.jmu.edu).

Over the past 2 years James Madison University has spent over 1.2 million dollars on printing and desktop publishing services with our contracted vendors.

## III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

## IV. STATEMENT OF NEEDS

James Madison University seeks an established printer to provide the highest quality reliable printing service for a variety of needs on-campus. JMU departments are highly encouraged to use the general printing contracts for all printing expenditures over \$5,000. The general printing contracts may encompass postcards, brochures, newsletters, booklets, maps, invitations, commencement programs, folders, etc. These contracts will not include letterhead, envelopes, and/or business cards. JMU departments with a printing project that will exceed \$50,000 will be required to receive quotes from at least 3 (three) of the general printing contractors before proceeding with the work.

A. Selected Firms should:

1. Provide the highest possible quality of cost-efficient printing and customer service.

**Branner Printing Service, Inc. (BPS) has been providing quality cost efficient printing and excellent customer service to the area for more than 80 years. Our large and loyal customer base is a testament to that. We have been awarded numerous Printing Industry of Virginia awards as well as the Strathmore Paper *Graphics for outstanding use of the graphics arts in communication*. Heidelberg has named BPS one of the top 10 Printers in Virginia.**

2. Provide Post-Consumer Waste (PCW) recycled paper of the quality equivalent to paper currently being used or the paper requested by the university.

**BPS will provide Post-Consumer Waste recycled paper equivalent to the paper**

currently being used or provide the paper requested by the University.

3. Provide all printing and related services (stripping, filming, binding, etc.) color separations, duotones, and all appropriate proofs.

**BPS will provide the highest quality printing and related services, including digital stripping, full service binding, color separations and duotones. Appropriate color proofs are always included, and our proofs are color foot printed to our fully automated presses.**

4. Print the university's publications within the required turnaround time of as little as ten (10) business days.

**BPS delivers on time service. This can include delivery in as little as ten (10) days when necessary. We will meet your deadlines.**

5. Provide pickup and delivery, or appropriate transmittal, including overnight delivery when necessary, of all artwork, proofs, and finished product, to and from the university or its designated designer's offices and in the case of the finished product, a designated mailing house.

**BPS provides pickup of files if necessary as well as Hipaa Compliant Citrix Sharefile. There is next day delivery when necessary, of all artwork, proofs and finished product, to and from the University or its designer's office. Finished product will be delivered where designated.**

6. Provide the university with the highest possible level of customer service. This will include, but is not limited to, meeting with the university's representative and designer for each publication at no cost to the university and at the university's request in order to:
  - i. Review job specifications and printing
  - ii. Review final specifications, pickup artwork, disks and materials or provide company's FTP site information to transfer project files.
  - iii. Deliver two contract color proofs (one retained by the university, one returned to the printer) and two blueline proofs when necessary to show folding, Pantone ink, etc.

**BPS provides all of its clients, including the University, the highest possible level of customer service. This includes, but is not limited to, meeting with the University's representative and designer for each phase of the publication. Doug Loman is available as often as necessary to meet with the university. He will review job specifications and printing, pickup necessary artwork, review final specifications, and deliver and pickup color proofs. We believe in being proactive so that problems can be averted. *Our goal is to meet your needs and to exceed your expectations.***

7. **ENSURE THAT ALL ITEMS PRINTED SHALL MEET THE JAMES MADISON UNIVERSITY "VISUAL IDENTITY GUIDELINES" OUTLINED ON OUR WEBPAGE AT: [www.jmu.edu/identity/graphic\\_standards.shtml](http://www.jmu.edu/identity/graphic_standards.shtml)**

**BPS has reviewed the guidelines on the webpage. We will meet the Visual Identity Guidelines.**

8. Meet production schedules in all cases unless the university agrees in writing to an alternate *production schedule. Production schedules may vary, but should not exceed a total of three (3) weeks* from the time of receipt of university order to final printing and shipping unless agreed upon in writing by the university

**BPS will meet the production schedule, which is not to exceed three (3) weeks, unless a new schedule is agreed upon following consultation with the University. BPS always works with clients to meet their deadlines..**

B. Offeror shall respond to each of the following:

1. Describe the complete process of completing printing projects for JMU to include receiving copy from JMU, returning proofs to JMU, press checks, and printing and delivery of the publication. Specify timelines that will be followed throughout the process and all *deadlines that will be observed.*

**From inception to delivery, the University's jobs will receive individual attention from Doug Loman, the University's BPS representative. He will meet with the appropriate person to review job specifications, answer questions and address concerns relating to the project. A timeline will be developed at this time in order to meet the University's deadline.**

**The files can be uploaded to our Hipaa Compliant Fileshare Solution, or picked up by Doug. This is at the discretion of the client. Following the receipt of the files, JMU's project will be entered and the followed up by Don Feltner, the JMU customer service representative as well as by Doug Loman. BPS will then preflight the files. If there are problems or concerns with the files, Doug or Don will notify the client so that it can be resolved prior to proofing. Within 48 hours of receipt of files, two (2) Epson color proofs with specific job information (quantity, ink, etc.) will be delivered to JMU for review and approval. Proofs will be picked up by a BPS representative. If there are changes, another proof will be provided, either electronically or hard proof, depending on the preference of the client as it relates to the changes and the deadline. If it is not a color issue with the first round of proofing, often electronic proofing is satisfactory to verify changes. If JMU requests a press check, the client will receive at least 24 hours notice. Branner Printing is conveniently located just 20 minutes north of Harrisonburg.**

**Once the project has final approval, it proceeds to press and then to bindery for final finishing. Delivery will be made to the location indicated by the University. Some jobs will only require five (5) days while more complicated projects may require 12 days. These timelines will be discussed with the client at the onset of the project. Deadlines specified by the University will be met.**

2. Describe process and flexibility in scheduling. Should delivery of files to contractor be delayed, describe how the prepress and printing schedule is affected, and how JMU's priority in the printing/binding queue is affected. Explain your firm's process for after-hours and weekend availability to ensure days are not lost if the approval process.

**The schedule is made based on the particulars of each job. When a job requires more time than is allowed based on the customer's desired delivery date, it is discussed with the client ahead of time. Whenever our schedule can be adjusted to suit the University's deadline, it will be done. When files are delayed on the part of the client, Branner will make any adjustments possible to meet the original deadline; Branner will move the University job through the shop as quickly as possible. Doug does make himself available after hours, including weekends, to ensure jobs stay on schedule. He will meet clients at their home when necessary to make that happen.**

3. Describe in-house production capabilities and process. Specify any work that may be sub-contracted.

**Branner Printing's in-house production capabilities are both digital and offset printing. With the exception of some larger die cutting, embossing and perfect binding, all print processes including complete mail services are completed in-house.**

4. Provide details on the criteria used when determining overtime and correction charges including the different ways that Author Alterations (AA's) versus Printer Errors are handled. Specify the numbers of hours that Author Alterations will be provided free of charge per printing project.

**Printer Errors are corrected by Branner Printing at no charge to the University. Five (5) hours of Author Alterations will be provided to the University free of charge. Any changes after the initial five hours will be charged at the rate of \$60 per hour.**

5. Provide a brief history of your firm and describe your experience in providing printing services to include desktop publishing, design, and layout of various institutional publications. In describing desktop publishing/layout expertise and offerings, specify the number of hours that desktop publishing/layout services will be provided free of charge per printing project.

**BPS is a family owned small business that has been in operation as Branner Printing Services, Inc. since 1936. The owners, Ronald and Victoria Branner, lead a dedicated staff with an average of 21 years of service to the company. This longevity and dedication to perfection ensure that the craftsman at BPS have ample experience to provide quality work on a number of different projects. We have the most up-to-date prepress equipment and fully automated presses to assure quality printing for our clients using industry standard 175 line screen on full color as well as one color printing. Our account and customer service representatives provide courteous and knowledgeable attention to the client as they follow the project through the plant. The production manager assures the job stays on schedule, and quality control is practiced at every step of production by all staff.**

**BPS provides all manner of print service including typesetting and designing projects to outputting complex files for publications exceeding 200 pages. The quantities of our projects range from one (1) to over 50,000, Each client is treated with value and respect, irrespective of their order size.**

**Over the years BPS printed materials for all of the local colleges and Universities as well as hospitals and corporations. When JMU was still Madison College, the owner of Branner Printing, L. Bradford Branner, Ronald's father, hand lettered the diplomas for graduates. For many years we have printed Eastern Mennonites University's Viewbook and all the corollary pieces as well as their Commencement Programs. For**

twenty-nine (29) years we have printed the Commencement Program for Bridgewater College. The final graduation list is provided on Friday and the program is delivered the next day by 7 a.m. in time for graduation! Print pieces by nature are time sensitive, and we strive to ensure the best product possible, delivered on time and exceeding our clients expectations. Our loyal customers are proof of our quality, dedication and commitment to service.

**In recognition of our long standing relationship with the University, we will provide two (2) hours of publishing/layout services free of charge per project.**

6. Describe any new media technologies that your firm is able to offer such as variable data. Provide any other information that the university should consider in evaluating your firm's proposal.

**BPS has variable data capabilities for all quantities small and large. We have complete in-house mailing services, including tabbing, automated stuffing and sealing, and ink jet addressing.**

7. Provide a list of your firm's clients, with contact information, from institutions of higher education and clients that are comparable to the university indicating the length of service of each account. The university may contact and/or visit any of these accounts. Information to be provided on *Attachment A: Offeror's List* of this RFP.

**See Attachment A.**

8. Describe your firm's ability to access and receive electronic mail and files via FTP. Explain the communication process from receiving electronic files to delivery of materials.

**Branner Printing uses secure Citrix ShareFile for receiving files. ShareFile can be accessed through our website [www.brannerprinting.com](http://www.brannerprinting.com). All pertinent individuals working with the job have email to communicate and receive attachments. When the files have been received, the client will be notified. Once the files have been preflighted for trouble, the client will be contacted by Doug Loman concerning delivery of proofs. When the job is complete, Doug or Don will contact the client concerning delivery date and to ensure that the delivery information has not changes.**

9. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU.

**The staff that will work closely with the University during a project are the account representative Doug Loman. Doug has over forty (40) years in print service and helping customers attain their goals. Don Feltner, your customer service representative, has over twenty-four (24) years of experience in in the printing industry. Don is extremely knowledgeable in both offset printing as well as digital printing. He also has and great deal of knowledge and experience in mail prep and mailing regulations. Any questions or problems that arise during production are expertly handled by either Doug or Don.**

**Doug Loman, Account Representative**

**Cell: [REDACTED] Office: 540-896-8946 Email: [doug@brannerprinting.com](mailto:doug@brannerprinting.com)**

**Doug has worked in printing first as an Office Manager and Customer Service for a screen printer and custom identification product maker, TechniGraphics of Maryland, and for the past twenty-four (24) years at BPS.**

**Doug is the primary contact for James Madison University. He is responsive and concerned about the wellbeing of each client. He meets with the client at the onset of the project, answers questions and concerns, delivers and picks up proofs as well as follows the job to its successful conclusion. Doug is in or through Harrisonburg every day , and he makes himself available whenever necessary.**

**Don Feltner, Customer Service Representative**

**Don has worked in the printing industry in many capacities for over twenty-four (24) years and for five (5) years with BPS. Don studied Graphic Design at Pittsburgh Technical Institute and Printing Technology at West Virginia University Institute of Technology. Don is friendly and attentive, and he gives personal service to all Clients. He works closely with JMU from the order entry through delivery.**

10. Describe the plan for providing proofs to James Madison University. Specify proofing options to include digital and hardcopy proofs. Explain the handling of hard proof delivery for both a short time frame and over weekends.

**Branner Printing can supply both electronic and hardcopy proofs for James Madison University. This of course is at the discretion of the client. When color is critical, a hard proof is always preferable and recommended by BPS. If changes have been made and color is not the issue, an electronic proof to check for changes may suffice for the client. Again this is at the discretion of the client. If time is of the essence, often a PDF proof can be approved and the job can hit the press the same day. If a job is being run on the digital press, the proof is printed on the digital press and on the specified paper is used. When the job is run on an offset press, the proofs are made on the Epson plotter.**

**Doug makes himself available after hours and on weekends when necessary. When need be, he will meet the client at their home or another agreed upon location in order to keep the job on schedule. He will go the extra mile for his clients.**

11. Describe how your firm plans to review work and correct initial problems prior to the proofs arriving at the university.

**At the beginning of the process Doug consults with the client. This helps assure that everything will move smoothly through the print production and mail process where applicable. When problems are recognized early, solutions can be proposed to enhance the success of the job.**

**Branner Printing prefers that the client supply native files along with a low resolution PDF or hardcopy in order to check files. This step can alert prepress to potential problems. Branner Printing does accept press ready PDF's from clients, but corrections cannot always be made to these files. When the file is preflighted, it is checked for information such as fonts, links, bleeds, resolution and color. Missing images and fonts can be easily corrected with an email attachment, If these issues can be corrected on our end, we will. If not, the file will be returned the client with recommendations. This process is intended to save time and possible expense.**

**After these steps are taken, color proofs are produced for the client.**

12. Describe your firm's ability to perform prepress work from a variety of software programs. State the software programs that your firm has experience with.

**The prepress department at BPS has a combined total of over sixty years of experience in print production. The Prepress Manager, Barbara Longworth has a Bachelor of Science degree in Advertising Design from the University of Maryland. Branner Printing regularly updates its software to provide state of the art results for our clients. We support both Mac and PC platforms as well as print ready PDFs. When a client has a technical question concerning a project or a file, our prepress department is happy to assist you. The software programs we support are:**

**Adobe Illustrator Creative Cloud 2021**

**Adobe Photoshop Creative Cloud 2021**

**Adobe InDesign Creative Cloud 2021**

**QuarkXPress 2021 Version 18**

**Microsoft Word 2021**

**Microsoft Publisher**

13. James Madison University's **Policy 1701** relating to sustainable procurement states that "office paper with a Forest Stewardship Council label of FSC Mix, FSC Recycled, or FSC 100% must be used. Thirty percent or greater post-consumer recycled content office paper may be used if the FSC paper is not available. Consistent with the U.S. Environmental Protection Agency, office paper is defined as high grade papers such as copier paper, computer printout, and stationery. Printing projects must use FSC labeled paper." We have specified several publications with a minimum of 10% PCW to meet the needs of the requesting departments. Describe how your firm will work to provide JMU departments with PCW recycled paper options for their printing projects to meet the requirements of **Policy 1701**.

**Branner Printing has reviewed James Madison University's Policy 1701. BPS will provide "office paper" with a Forest Stewardship Council label of FSC Mix, FSC Recycled, or FSC 100%. When at all possible BPS will provide paper specified by the University. When the paper is not thirty percent PCW recycled we will confer with the client as to the feasibility of using 30% recycled paper. When the paper is not specified by the client, we will recommend 30% PCW recycled paper where practical. Doug, your account representative, will provide appropriate paper samples so that the client has the opportunity to see choices that comply with Policy 1701.**

**BPS supports sustainability initiatives. As a partner in our community, we have always recycled material used in our shop. We recycle aluminum plates, ink, paper and pasteboard, glass and plastic. We donate used electronic equipment. Paper is a recycled and recyclable product; and because paper and wood products are so important to modern society, the forests of today are well managed. We use biodegradable vegetable (soy) based on our presses *It is our policy to minimize the negative impact of industry on the environment.***

14. Specify if your firm is FSC certified. Provide documentation to support this. If not currently FSC certified, would you consider applying if your firm is selected.

**No, we are no longer FSC certified. In consideration of the cost of certification and the low demand for use of FSC certification we feel it would not be a prudent business decision at this time.**

**BPS will provide paper with a Forest Service Council label of FSC Mix, FSC Recycled, or FSC 100%. Whenever possible BPS will provide paper specified by the University.**

**BPS supports sustainability initiatives. As a partner in our community, we have always recycled material used in our shop. We use biodegradable vegetable based (soy) ink on our presses. *It is our policy to minimize the negative impact of industry on the environment.***

15. Describe best practices for ink manufacture, reclamation, reuse, and recycling.

**BPS uses the best industry standard biodegradable vegetable (soy) based inks. We collect and recycle all ink used in the plant. Branner Printing supports sustainability initiatives. As a partner in our community, we have always recycled material used in the shop. We recycle aluminum plates, ink, paper and pasteboard, plastic and glass. Since most electronic equipment is not recyclable and not desirable in the landfill, we donate used electronic equipment. Paper is a recycled and recyclable product; and because paper and wood products are so important to modern society, the forests of today are well managed. Hence there are more trees in the United States now than at the turn of the previous century. *It is our policy to minimize the negative impact of industry on the environment.***

16. Describe your firm's ability to print both CMYK and Pantone colors on a variety of materials. Specify your firm's stance on color margin of error.

**Branner Printing uses the industry standard Pantone Matching System. We use high quality Pantone inks, and our Epson proofer is color foot printed to our presses.**

17. Specify other printing services you offer, such as virtual books, large format, digital, letterpress, etc.

**BPS provides digital printing ( 13 x 27 Maximum sheets size )and limited large format printing. Our letterpress is used solely for die-cutting and scoring.**

18. Describe the ability of JMU to attend onsite press checks. Specify what accommodations will be made to ensure that JMU is onsite at press checks if desired.

**Due to Branner Printing's location just 20 minutes north of James Madison University's campus, press checks are very convenient. We will provide at least twenty-four (24) hours notice and try to schedule press checks at the beginning of the workday to make it more convenient for the client.**

19. Describe your firm's ability to provide mailing and distribution services for completed printing projects.

**Branner Printing has complete in-house mail services. Our bulk mail department has**

**top of the line automated mail processing equipment for tabbing, automated stuffing and ink jetting capabilities. We work closely with the bulk mail division of the Harrisonburg Post Office. It always pays to be proactive concerning the constant changes in bulk mail requirements. BPS can also provide warehousing and fulfillment for some of the University's projects.**

20. Describe your firm's process for correcting print errors *after* delivery of the final printed project. Specify the timeline for providing JMU with the reprinted material.

**When an error occurs, Branner Printing will do everything available to have the corrected piece printed right away. Doug Loman would meet with the client to discuss the problem and a resolution would be decided. If the problem requires a new file, the job would be proofed immediately and put back on the press. We would work to make sure the project is delivered as quickly as possible.**

21. Provide samples of work produced comparable to the printing scenarios described in *Attachment E: Sample Printing Services Specifications*. Clearly label the samples of work to show the sample printing specification they represent.

**Samples are provided and clearly marked.**

22. Provide up to 3 (three) samples of print work to demonstrate the range of any additional printing capabilities that your firm possesses.

**Samples are provided.**

23. Describe any specialized printing finishes and techniques.

**BPS offers soft touch aqueous, as well as clear coat on our digital press.**

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and six (6) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be

responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. 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 purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. 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, sub letter, 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 sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which 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.
  - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement

does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business

certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at:.

**The total amount of sales for each VASCUPP Member institution was:**

**James Madison University: \$65,281.61**

**University of Virginia: \$1038.65**

**Virginia Military Academy: \$2521.80**

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

**Pricing Schedule is included at the end of the proposal.**

## **VI. EVALUATION AND AWARD CRITERIA**

### **A. EVALUATION CRITERIA**

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>20</u>
	100

- B. **AWARD TO MULTIPLE OFFERORS**: Selection shall be made of two 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 need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. 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 reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in 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.

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's 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.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- 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 applicable federal, state and local laws 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 §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). 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, sexual orientation, gender identity, 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. (*§6 of the Rules Governing Procurement*).

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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification 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 proposals, 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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in 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 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 RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a 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 which 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 which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

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 subcontractors, 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.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, 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 Commonwealth of Virginia 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. 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 § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. **Workers' Compensation:** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: \$100,000
  3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state

agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. 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.
  
- AA. 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 equivalent 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 a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
  
- BB. 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.

## **VIII. SPECIAL TERMS AND CONDITIONS**

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, 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 Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. CANCELLATION OF CONTRACT: James Madison University 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.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: 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 No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: \_\_\_\_\_

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it 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.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the

time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the

contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This**

**information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. 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.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of paper not to exceed the increase in the following index/indices: **CPI-W**. No price increases will be authorized for **90** calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each \_\_\_ days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. 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. 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 the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. 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 decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- T. OVERRUNS/UNDERRUNS: Bids for printing will be rejected if the quoted overrun cost equals or exceeds the base lot price quoted for the equivalent incremental unit quantity. On bids for multiple part forms, envelopes, and signage, the additional overrun quoted shall not exceed the base lot price quoted for the equivalent incremental quantity. The agency may at its discretion accept an underrun, provided credit is allowed the agency at the full base price per unit for the quantity of the underrun.

- U. 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 the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- V. PRINTING PICK UPS/DELIVERIES: Contractor shall be responsible for all pickups and deliveries of all materials.
- W. QUALITY COLOR PRINTING: Contractor shall analyze each four-color subject and make separations individually. Contractor shall allow for color correction, dot etching, etc., in order to achieve top-quality production from each separation made.
- X. CLASS 2 - EXCELLENT QUALITY PRINTING: This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as "Class 1." Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally half-tones or screen tints will require 133, 150, or 200 line screens. There is to 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. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery operations shall be of the same excellent quality.
- Y. RECYCLED PAPER: James Madison University in determining the award of any contract for paper and paper products, shall procure using competitive bidding and shall award to the lowest responsive and responsible bidder recycled paper and paper products of a quality suitable for the purpose intended, and in accordance with current EPA procurement guidelines for paper and paper products, so long as the bid price is not more than ten percent (10%) greater than the bid price of the lowest responsive and responsible bidder offering a product that does not contain recycled materials.  
  
Bidder agrees to furnish upon request, a minimum of fifty (50) sheets of paper stock offered. Paper stock to be used for testing on agency (or institution name) equipment (may specify equipment that paper will be tested on) to ensure compatibility. If requested, samples must be delivered within five (5) days.  
  
Bidder agrees to furnish upon request, a minimum of fifty (50) sheets of paper stock offered. Paper stock to be used for testing on agency (or institution name) equipment (may specify equipment that paper will be tested on) to ensure compatibility. If requested, samples must be delivered within five (5) days.
- Z. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information which the Commonwealth deems desirable.
- AA. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

- BB. CONTRACT PARTICIPATIION: Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.jmu.edu/procurement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as they need be.

- CC. ACCEPTABLE BRANDS: Only papers designated as "mill brand" in the latest edition of the Competitive Grade Finder (published by Grade Finders, Inc.) will be used to determine the acceptable brands for the purpose of this bid invitation. Private brand papers and business equipment brand papers will not be considered equivalent to mill brand papers.

Papers which have been accepted by Grade Finders, Inc., for publication in subsequent editions of any of its paper buyer guides will be considered. For products not listed in the current Competitive Grade Finder, a copy of Grade Finders' letter of acceptability should be included with your returned bid. Failure to provide this requested information as specified may be cause for your bid to be rejected.

- DD. 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.

## **IX. METHOD OF PAYMENT**

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made

electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## **X. PRICING SCHEDULE**

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Provide a detailed price list including individual pricing for all phases of the processes including, but not limited to, list pricing for printing, color separation, duotones, halftones, proofs, and author alterations.

Provide pricing for each publication specified in Attachment E: Sample Printing Services  
The samples provided are only examples of past printing projects. These may or may not be printed again and if so the frequency and specifications of the printing would vary.

Provide pricing for the paper specified. These samples were past printing jobs for the university and as such may have used paper that did not contain 30% PCW.

Enumerate clearly any and all charges for which your firm intends to invoice the university.

List pricing for services offered as optional considerations by the university and the associated charges.

Describe any discounts or rebates that your firm would offer to the university and when those would apply.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Sample Printing Services Specification

## ATTACHMENT A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

- 1. QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 86 Months 4

- 3. REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Augusta Health	3 Years	342 Mule Academy Rd Fishersville, VA	Lisa Craig 540-294-3314
Bridgewater College	28 Years	402 E. College Street Bridgewater VA	Debra Sheffer 540-828-5624
Washington and Lee University	10 Years	7 Courthouse Square Lexington, VA	Louise Uffleman 540-458-8978
Luray Caverns	35 + Years	101 Cave Hill Rd Luray VA	Bill Huffman 540-743-3526
Shentel	30+ Years	500 Shentel Way Edinburg, VA	Norma Copeland 540-984-5200

- 4.** List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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**Branner Printing Service**  
**13963 Timber Way**  
**Timberville, VA 22853**

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- 5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[ ] YES [ **X** ] NO

IF YES, EXPLAIN: \_\_\_\_\_

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ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Ronald Branner Preparer Name: Doug Loman

Date: 1/28/2022

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No       

If yes, certification number: 009050 Certification date: 11/08/2010

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes        No X

If yes, certification number:                      Certification date:                     

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes        No X

If yes, certification number:                      Certification date:                     

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No       

If yes, certification number: 009050 Certification date: 09/15/2014

**Instructions:** *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Woman-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

**Minority-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

**Micro Business** is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**

**RETURN OF THIS PAGE IS REQUIRED**

**ATTACHMENT B (CNT'D)**  
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: **General Printing Services RFP# KLN-1134**

Date Form Completed: **01/28/2022**

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
 for this Proposal and Subsequent Contract

Offeror / Proposer:

**Branner Printing Service**  
 Firm

**13963 Timberway Timberville VA 22853**  
 Address

**Ronald Branner 540-896-8947**  
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

*(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)*

***RETURN OF THIS PAGE IS REQUIRED***

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. \_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of

- (1) This signed form
(2) The following portions of the Request for Proposals dated \_\_\_\_\_:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated \_\_\_\_\_.

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

## ATTACHMENT D

### Zone Map



## Virginia Association of State College & University Purchasing Professionals (VASCUPP)

### List of member institutions by zones

#### Zone 1

George Mason University (Fairfax)

#### Zone 4

University of Mary Washington (Fredericksburg)

#### Zone 7

Longwood University (Farmville)

#### Zone 2

James Madison University (Harrisonburg)

#### Zone 5

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

#### Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

#### Zone 3

University of Virginia (Charlottesville)

#### Zone 6

Virginia Commonwealth University (Richmond)

#### Zone 9

University of Virginia - Wise (Wise)

## ATTACHMENT E

### Sample Printing Services Specifications

The printing sample specifications below are **samples**. JMU does not guarantee that these particular items will be printed as these are only samples of past printing pieces and are to be used for evaluation purposes only. Offerors should provide pricing for these samples in Section X. Pricing Schedule of this RFP. Pricing should include all operations and materials to complete the work.

- |   |                    |
|---|--------------------|
| 1. <b>Visitor Guide Folded Map Brochure, quantity 2,000</b><br>22.25" x 17" flat, folds to 5.625" x 8.5"<br>4/4 with bleeds<br>100# Burgo Chorus Art white silk text (FSC mix imprint)<br>Fold & trim   | <b>\$1063.40</b>   |
| 2. <b>Preview Days Brochure, quantity 5,000</b><br>20.5" x 11" flat, folds to 6.875" x 11"<br>4/4 with bleeds<br>80# Sappi Flo dull cover (FSC mix imprint)<br>Score, fold, & trim<br>JMU provides design file  | <b>\$2182.50</b>   |
| 3. <b>Academic Open House Postcard, quantity 55,000</b><br>6" x 4.25"<br>4/4 with bleeds<br>80# Sappi Flo dull cover<br>Trim<br>JMU provides design file  | <b>\$1486.15</b>   |
| 4. <b>Lapsed Giving Invitation, quantity 23,000</b><br>8.75" x 11.5", folds to 8.75" x 5.75"<br>4/4 with bleeds<br>80# Sappi Flo gloss cover<br>Score, fold & trim<br>JMU provides design file  | <b>\$2148.30</b>   |
| 5. <b>Thank You Cards, quantity 7,500</b><br>7" x 10", folds to 7" x 5"<br>80# Sappi Flo dull cover<br>4/4 with bleeds<br>Score, fold & trim  | <b>\$1118.60</b>   |
| 6. <b>Student Success Center Brochure, quantity 15,000</b><br>18" x 7" flat, folds to 9" x 7" (16-page self-cover)<br>4/4 with bleeds<br>100# Via Cool White vellum text (FSC mix imprint)<br>Score, fold, collate<br>JMU provides design file<br>Saddle Stitched | <b>\$11,840.70</b> |
| 7. <b>Football Game Programs, quantity 5,500</b><br>80 pages + cover  | <b>\$19,460.55</b> |

8.5" x 11" folded size, 11" x 17" flat size  
4/4 throughout + flood high gloss varnish on outside cover  
Cover: 100# Anthem matte text  
Inside: 80# Anthem gloss text  
Collate, side stitched and perfect bind  
JMU provides design file  
Perfect Bind

8. **Basketball Game Programs, quantity 27,000** **\$10,295.15**  
8.5" x 11" folded size, 25.5" x 11" flat size  
4/4 throughout bleeds on all edges both sides  
Paper: 80# Endurance white gloss cover  
Tri-Fold  
JMU provides design file
9. **Basketball Schedule Cards, quantity 3,000** **\$846.80**  
4-1/2" x 3-1/2" remains flat  
4/4 with bleeds on all edges both sides  
Paper: 100# Endurance white gloss cover  
Score center, do NOT fold, pad 50 sheets per pad  
JMU provides design file
10. **Formal single panel invitation, quantity 1,000 with addl. 100's** **\$279.50**  
5.125" x 7.75" **Addl. 100's \$14.75**  
2/0  
80# Neenah Classic Linen (or comparable)  
Color: Baronial Ivory  
Item #05394  
JMU provides design file

## Detailed Price List for Branner Printing

### 1. Press Services

- a. Desktop publishing/layout, (Typesetting, File Manipulation, Color Correction): \$60.00 per hr.
- b. Branner will provide up to two (2) hours of Desktop Publishing/layout time at no cost per project
- c. Author Alterations: \$60.00 per hour.
- d. Branner will provide up to five (5) hours of Author Alterations at no cost for each project.
- e. Scans: \$12.50 each.

### 2. Proofing

- a. Soft (PDF) \$20.00 per file
- b. Hard (Epson) \$20.00 per 20 x 24 Sheet

### 3. Press Charges

- a. 13 x 19: \$55.00 per hour
- b. 20 x 26: \$95.00 per hour
- c. 20 x 28: \$165.00 per hour

### 4. Finishing

- a. Cutter: \$50.00 per hour
- b. Folder: \$55.00 per hour
- c. Stitcher: 70.00 per hour
- d. Perfect Binding: \$225.00 for 500

### 5. Mailing

- a. Mail Prep / Cass Certification / NCOA \$11.00 per 1000
- b. Ink Jet Address \$25.00 per hour + \$25.00 Set Up
- c. Machine Insert \$22.00 per Hour + \$45.00 Set Up
- d. Insert W/ Variable Data Blind Match 2 Pieces \$35.00 per 1000
- e. Insert W/ Variable Data Blind Match 3 Pieces \$45.00 per 1000
- f. Tabbing \$12.00 per 1000, per Tab
- g. Storage \$15.00 Monthly Per Skid + Delivery

### 6. Foil Stamping and Embossing : Prices Per Project

### 7. Additional services shall be prices upon request.

### 8. Pricing for General Printing Services will include the cost to ship.

9. All delivery shall be FOB Destination.

10. All Charges will be clearly enumerated on the invoice

January 25, 2022

**ADDENDUM NO.: One**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# KLN-1134**  
Dated: January 10, 2022  
Commodity: *General Printing Services*  
RFP Closing On: February 8, 2022 at 2:00 p.m.

Please note the clarifications and/or changes made on this proposal:

1. Question: "With regards to Attachment E, do you want pricing only on the paper you have specified or can we provide pricing on a comparable sheet?"

**Answer: Please provide pricing on the specified paper, as well as any comparable sheets with regards to quality, size, price-point, PCW percentage.**

2. Question: "What are James Madison University Pantone color number(s)?"

**Answer: All identity information related to university colors is listed here: <https://www.jmu.edu/identity/our-style/color.shtml>**

3. Question: "Does the JMU permit allow mailings to be sent from any post office, or strictly the Harrisonburg USPS location?"

**Answer: Yes, the JMU permit allows mailings from any post office because it is a mail anywhere permit. However, a copy of the postage statement must be sent (emailed) to JMU Mail Services for bill back purposes.**

4. Question: "Is James Madison University willing to allow the print/mail company that is selected to apply its own permit or would all mailings need to go out under James Madison University's permit?"

**Answer: No, all mailings must use the James Madison University permit.**

5. Question: "Would mailings need to be sent out of the Harrisonburg post office, or would the Charlottesville post office qualify as an alternative location?"

**Answer: Alternative post offices are acceptable, but the location must be specified.**

6. Question: "In providing 1 original and 6 copies of the entire proposal, do you want 6 packages of samples we have produced?"

**Answer: Yes, we would want 6 packages of samples.**

7. Question: "We are asked to provide samples; do you want one complete set or 6 sets?"

**Answer:** Six sets, specifically to avoid sharing in the heightened pandemic status.

Signify receipt of this addendum by initialing "*Addendum #1* \_\_\_\_\_" on the signature page of your proposal.

Sincerely,

Krista Nealis  
Buyer Senior  
Phone: 540-568-7523

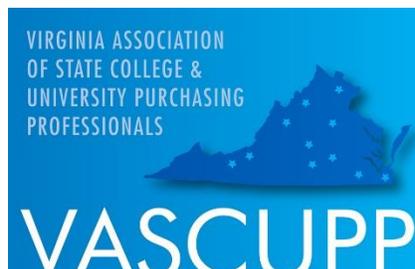


# Request for Proposal

## **RFP# KLN-1134**

**General Printing Services**

**January 10, 2022**



**REQUEST FOR PROPOSAL**  
**RFP# KLN-1134**

**Issue Date:** January 10, 2022  
**Title:** General Printing Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract: From Date of Award Through One Year (Renewable)**

**Sealed Proposals Will Be Received Until 2:00 PM on Tuesday, February 8, 2022 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: Krista Nealis, Buyer Senior, Procurement Services, [nealiskl@jmu.edu](mailto:nealiskl@jmu.edu); 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in Ink)  
Name: \_\_\_\_\_  
(Please Print)  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Web Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:  
 YES;  NO; *IF YES* ⇒⇒  SMALL;  WOMAN;  MINORITY ***IF MINORITY***  AA;  HA;  AsA;  NW;  Micro

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**



# ***REQUEST FOR PROPOSAL***

*RFP # KLN-1134*

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide general printing services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: [www.jmu.edu](http://www.jmu.edu).

Over the past 2 years James Madison University has spent over 1.2 million dollars on printing and desktop publishing services with our contracted vendors.

## **III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

## **IV. STATEMENT OF NEEDS**

James Madison University seeks an established printer to provide the highest quality reliable printing service for a variety of needs on-campus. JMU departments are highly encouraged to use the general printing contracts for all printing expenditures over \$5,000. The general printing contracts may encompass postcards, brochures, newsletters, booklets, maps, invitations, commencement programs, folders, etc. These contracts will not include letterhead, envelopes, and/or business cards. JMU departments with a printing project that will exceed \$50,000 will be required to receive quotes from at least 3 (three) of the general printing contractors before proceeding with the work.

A. Selected Firms should:

1. Provide the highest possible quality of cost-efficient printing and customer service.
2. Provide Post-Consumer Waste (PCW) recycled paper of the quality equivalent to paper currently being used or the paper requested by the university.
3. Provide all printing and related services (stripping, filming, binding, etc.) color separations, duotones, and all appropriate proofs.
4. Print the university's publications within the required turnaround time of as little as ten (10) business days.
5. Provide pickup and delivery, or appropriate transmittal, including overnight delivery when

necessary, of all artwork, proofs, and finished product, to and from the university or its designated designer's offices and in the case of the finished product, a designated mailing house.

6. Provide the university with the highest possible level of customer service. This will include, but is not limited to, meeting with the university's representative and designer for each publication at no cost to the university and at the university's request in order to:
  - i. Review job specifications and printing
  - ii. Review final specifications, pickup artwork, disks and materials or provide company's FTP site information to transfer project files.
  - iii. Deliver two contract color proofs (one retained by the university, one returned to the printer) and two blueline proofs when necessary to show folding, Pantone ink, etc.
7. ***ENSURE THAT ALL ITEMS PRINTED SHALL MEET THE JAMES MADISON UNIVERSITY "VISUAL IDENTITY GUIDELINES" OUTLINED ON OUR WEBPAGE AT: [www.jmu.edu/identity/graphic\\_standards.shtml](http://www.jmu.edu/identity/graphic_standards.shtml)***
8. Meet production schedules in all cases unless the university agrees in writing to an alternate production schedule. Production schedules may vary, but should not exceed a total of three (3) weeks from the time of receipt of university order to final printing and shipping unless agreed upon in writing by the university.

B. Offeror shall respond to each of the following:

1. Describe the complete process of completing printing projects for JMU to include receiving copy from JMU, returning proofs to JMU, press checks, and printing and delivery of the publication. Specify timelines that will be followed throughout the process and all deadlines that will be observed.
2. Describe process and flexibility in scheduling. Should delivery of files to contractor be delayed, describe how the prepress and printing schedule is affected, and how JMU's priority in the printing/binding queue is affected. Explain your firm's process for after-hours and weekend availability to ensure days are not lost in the approval process.
3. Describe in-house production capabilities and process. Specify any work that may be sub-contracted.
4. Provide details on the criteria used when determining overtime and correction charges including the different ways that Author Alterations (AA's) versus Printer Errors are handled. Specify the numbers of hours that Author Alterations will be provided free of charge per printing project.
5. Provide a brief history of your firm and describe your experience in providing printing services to include desktop publishing, design, and layout of various institutional publications. In describing desktop publishing/layout expertise and offerings, specify the number of hours that desktop publishing/layout services will be provided free of charge per printing project.
6. Describe any new media technologies that your firm is able to offer such as variable data.

Provide any other information that the university should consider in evaluating your firm's proposal.

7. Provide a list of your firm's clients, with contact information, from institutions of higher education and clients that are comparable to the university indicating the length of service of each account. The university may contact and/or visit any of these accounts. Information to be provided on *Attachment A: Offeror's List* of this RFP.
8. Describe your firm's ability to access and receive electronic mail and files via FTP. Explain the communication process from receiving electronic files to delivery of materials.
9. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Include their background and experience. Specify what role they will have in servicing JMU.
10. Describe the plan for providing proofs to James Madison University. Specify proofing options to include digital and hardcopy proofs. Explain the handling of hard proof delivery for both a short time frame and over weekends.
11. Describe how your firm plans to review work and correct initial problems prior to the proofs arriving at the university.
12. Describe your firm's ability to perform prepress work from a variety of software programs. State the software programs that your firm has experience with.
13. James Madison University's **Policy 1701** relating to sustainable procurement states that "office paper with a Forest Stewardship Council label of FSC Mix, FSC Recycled, or FSC 100% must be used. Thirty percent or greater post-consumer recycled content office paper may be used if the FSC paper is not available. Consistent with the U.S. Environmental Protection Agency, office paper is defined as high grade papers such as copier paper, computer printout, and stationery. Printing projects must use FSC labeled paper." We have specified several publications with a minimum of 10% PCW to meet the needs of the requesting departments. Describe how your firm will work to provide JMU departments with PCW recycled paper options for their printing projects to meet the requirements of **Policy 1701**.
14. Specify if your firm is FSC certified. Provide documentation to support this. If not currently FSC certified, would you consider applying if your firm is selected?
15. Describe best practices for ink manufacture, reclamation, reuse, and recycling.
16. Describe your firm's ability to print both CMYK and Pantone colors on a variety of materials. Specify your firm's stance on color margin of error.
17. Specify other printing services you offer, such as virtual books, large format, digital, letterpress, etc.
18. Describe the ability of JMU to attend onsite press checks. Specify what accommodations will be made to ensure that JMU is onsite at press checks if desired.
19. Describe your firm's ability to provide mailing and distribution services for completed printing projects.

20. Describe your firm's process for correcting print errors *after* delivery of the final printed project. Specify the timeline for providing JMU with the reprinted material.
21. Provide samples of work produced comparable to the printing scenarios described in *Attachment E: Sample Printing Services Specifications*. Clearly label the samples of work to show the sample printing specification they represent.
22. Provide up to 3 (three) samples of print work to demonstrate the range of any additional printing capabilities that your firm possesses.
23. Describe any specialized printing finishes and techniques.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and six (6) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

### 3. 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 purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. 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, sub letter, 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 sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which 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.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words,

figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at:.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	20
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>20</u>
	100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two 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 need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. 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 reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in 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.

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's 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.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- 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 applicable federal, state and local laws 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 §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment

1 (available for review at <http://www.jmu.edu/procurement>). 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, sexual orientation, gender identity, 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. (*§6 of the Rules Governing Procurement*).

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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification 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 proposals, 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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in 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 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 RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a 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 which 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 which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

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 subcontractors, 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.
  3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, 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 Commonwealth of Virginia 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. **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 § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. **Workers' Compensation**: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. **Employer's Liability**: \$100,000
  3. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. **Automobile Liability**: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of

whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

- a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
- b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. 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.
- AA. 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 equivalent 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 a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- BB. 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.

**VIII. SPECIAL TERMS AND CONDITIONS**

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, 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 Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University 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.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: 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 No.	RFP #	
City, State, Zip Code	RFP Title	

\_\_\_\_\_  
Name of Purchasing Officer:

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it 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.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S.

Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions

or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and

upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of

any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. 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.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of paper not to exceed the increase in the following index/indices: **CPI-W**. No price increases will be authorized for **90** calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each \_\_\_ days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. 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. 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 the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. 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 decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- T. OVERRUNS/UNDERRUNS: Bids for printing will be rejected if the quoted overrun cost equals or exceeds the base lot price quoted for the equivalent incremental unit quantity. On bids for multiple part forms, envelopes, and signage, the additional overrun quoted shall not exceed the base lot price quoted for the equivalent incremental quantity. The agency may at its discretion accept an underrun, provided credit is allowed the agency at the full base price per unit for the quantity of the underrun.
- U. 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 the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- V. PRINTING PICK UPS/DELIVERIES: Contractor shall be responsible for all pickups and deliveries of all materials.
- W. QUALITY COLOR PRINTING: Contractor shall analyze each four-color subject and make separations individually. Contractor shall allow for color correction, dot etching, etc., in order to achieve top-quality production from each separation made.
- X. CLASS 2 - EXCELLENT QUALITY PRINTING: This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as "Class 1." Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally half-tones or screen tints will require 133, 150, or 200 line screens. There is to 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. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery operations shall be of the same excellent quality.
- Y. RECYCLED PAPER: James Madison University in determining the award of any contract for paper and paper products, shall procure using competitive bidding and shall award to the lowest responsive and responsible bidder bidding recycled paper and paper products of a quality suitable for the purpose intended, and in accordance with current EPA procurement guidelines for paper and paper products, so long as the bid price is not more than ten percent (10%) greater than the bid price of the lowest responsive and responsible bidder offering a product that does not contain recycled materials.

Bidder agrees to furnish upon request, a minimum of fifty (50) sheets of paper stock offered. Paper stock to be used for testing on agency (or institution name) equipment (may specify equipment that paper will be tested on) to ensure compatibility. If requested, samples must be delivered within five (5) days.

Bidder agrees to furnish upon request, a minimum of fifty (50) sheets of paper stock offered. Paper stock to be used for testing on agency (or institution name) equipment (may specify

equipment that paper will be tested on) to ensure compatibility. If requested, samples must be delivered within five (5) days.

- Z. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information which the Commonwealth deems desirable.
- AA. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- BB. CONTRACT PARTICIPATION: Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.jmu.edu/procurement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as they need be.

- CC. ACCEPTABLE BRANDS: Only papers designated as "mill brand" in the latest edition of the Competitive Grade Finder (published by Grade Finders, Inc.) will be used to determine the acceptable brands for the purpose of this bid invitation. Private brand papers and business equipment brand papers will not be considered equivalent to mill brand papers.

Papers which have been accepted by Grade Finders, Inc., for publication in subsequent editions of any of its paper buyer guides will be considered. For products not listed in the current Competitive Grade Finder, a copy of Grade Finders' letter of acceptability should be included with your returned bid. Failure to provide this requested information as specified may be cause for your bid to be rejected.

- DD. **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.

## **IX. METHOD OF PAYMENT**

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

## **X. PRICING SCHEDULE**

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Provide a detailed price list including individual pricing for all phases of the processes including, but not limited to, list pricing for printing, color separation, duotones, halftones, proofs, and author alterations.

Provide pricing for each publication specified in Attachment E: Sample Printing Services  
The samples provided are only examples of past printing projects. These may or may not be printed again and if so the frequency and specifications of the printing would vary.

Provide pricing for the paper specified. These samples were past printing jobs for the university and as such may have used paper that did not contain 30% PCW.

Enumerate clearly any and all charges for which your firm intends to invoice the university.

List pricing for services offered as optional considerations by the university and the associated charges.

Describe any discounts or rebates that your firm would offer to the university and when those would apply.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment E: Sample Printing Services Specification

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years \_\_\_\_\_ Months \_\_\_\_\_

- 3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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- 5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

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ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: \_\_\_\_\_ Preparer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Instructions:** *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Woman-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

**Minority-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

**Micro Business** is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**

***RETURN OF THIS PAGE IS REQUIRED***



ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. \_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated \_\_\_\_\_:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated \_\_\_\_\_.

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

## ATTACHMENT D

### Zone Map



## Virginia Association of State College & University Purchasing Professionals (VASCUPP)

### List of member institutions by zones

<b><u>Zone 1</u></b> George Mason University (Fairfax)	<b><u>Zone 2</u></b> James Madison University (Harrisonburg)	<b><u>Zone 3</u></b> University of Virginia (Charlottesville)
<b><u>Zone 4</u></b> University of Mary Washington (Fredericksburg)	<b><u>Zone 5</u></b> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<b><u>Zone 6</u></b> Virginia Commonwealth University (Richmond)
<b><u>Zone 7</u></b> Longwood University (Farmville)	<b><u>Zone 8</u></b> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<b><u>Zone 9</u></b> University of Virginia - Wise (Wise)

## ATTACHMENT E

### Sample Printing Services Specifications

The printing sample specifications below are **samples**. JMU does not guarantee that these particular items will be printed as these are only samples of past printing pieces and are to be used for evaluation purposes only. Offerors should provide pricing for these samples in Section X. Pricing Schedule of this RFP. Pricing should include all operations and materials to complete the work.

1. **Visitor Guide Folded Map Brochure, quantity 2,000**  
22.25" x 17" flat, folds to 5.625" x 8.5"  
4/4 with bleeds  
100# Burgo Chorus Art white silk text (FSC mix imprint)  
Fold & trim
2. **Preview Days Brochure, quantity 5,000**  
20.5" x 11" flat, folds to 6.875" x 11"  
4/4 with bleeds  
80# Sappi Flo dull cover (FSC mix imprint)  
Score, fold, & trim  
JMU provides design file
3. **Academic Open House Postcard, quantity 55,000**  
6" x 4.25"  
4/4 with bleeds  
80# Sappi Flo dull cover  
Trim  
JMU provides design file
4. **Lapsed Giving Invitation, quantity 23,000**  
8.75" x 11.5", folds to 8.75" x 5.75"  
4/4 with bleeds  
80# Sappi Flo gloss cover  
Score, fold & trim  
JMU provides design file
5. **Thank You Cards, quantity 7,500**  
7" x 10", folds to 7" x 5"  
80# Sappi Flo dull cover  
4/4 with bleeds  
Score, fold & trim
6. **Student Success Center Brochure, quantity 15,000**  
18" x 7" flat, folds to 9" x 7" (16-page self-cover)  
4/4 with bleeds  
100# Via Cool White vellum text (FSC mix imprint)  
Score, fold, collate  
JMU provides design file  
Saddle Stitched
7. **Football Game Programs, quantity 5,500**  
80 pages + cover

8.5" x 11" folded size, 11" x 17" flat size  
4/4 throughout + flood high gloss varnish on outside cover  
Cover: 100# Anthem matte text  
Inside: 80# Anthem gloss text  
Collate, side stitched and perfect bind  
JMU provides design file  
Perfect Bind

8. **Basketball Game Programs, quantity 27,000**

8.5" x 11" folded size, 25.5" x 11" flat size  
4/4 throughout bleeds on all edges both sides  
Paper: 80# Endurance white gloss cover  
Tri-Fold  
JMU provides design file

9. **Basketball Schedule Cards, quantity 3,000**

4-1/2" x 3-1/2" remains flat  
4/4 with bleeds on all edges both sides  
Paper: 100# Endurance white gloss cover  
Score center, do NOT fold, pad 50 sheets per pad  
JMU provides design file

10. **Formal single panel invitation, quantity 1,000 with addl. 100's**

5.125" x 7.75"  
2/0  
80# Neenah Classic Linen (or comparable)  
Color: Baronial Ivory  
Item #05394  
JMU provides design file



January 25, 2022

**ADDENDUM NO.: One**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# KLN-1134**  
Dated: January 10, 2022  
Commodity: *General Printing Services*  
RFP Closing On: February 8, 2022 at 2:00 p.m.

Please note the clarifications and/or changes made on this proposal:

1. Question: "With regards to Attachment E, do you want pricing only on the paper you have specified or can we provide pricing on a comparable sheet?"

**Answer: Please provide pricing on the specified paper, as well as any comparable sheets with regards to quality, size, price-point, PCW percentage.**

2. Question: "What are James Madison University Pantone color number(s)?"

**Answer: All identity information related to university colors is listed here:**  
<https://www.jmu.edu/identity/our-style/color.shtml>

3. Question: "Does the JMU permit allow mailings to be sent from any post office, or strictly the Harrisonburg USPS location?"

**Answer: Yes, the JMU permit allows mailings from any post office because it is a mail anywhere permit. However, a copy of the postage statement must be sent (emailed) to JMU Mail Services for bill back purposes.**

4. Question: "Is James Madison University willing to allow the print/mail company that is selected to apply its own permit or would all mailings need to go out under James Madison University's permit?"

**Answer: No, all mailings must use the James Madison University permit.**

5. Question: "Would mailings need to be sent out of the Harrisonburg post office, or would the Charlottesville post office qualify as an alternative location?"

**Answer: Alternative post offices are acceptable, but the location must be specified.**

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax

6. Question: “In providing 1 original and 6 copies of the entire proposal, do you want 6 packages of samples we have produced?”

**Answer: Yes, we would want 6 packages of samples.**

7. Question: “We are asked to provide samples; do you want one complete set or 6 sets?”

**Answer: Six sets, specifically to avoid sharing in the heightened pandemic status.**

Signify receipt of this addendum by initialing “*Addendum #1* \_\_\_\_\_” on the signature page of your proposal.

Sincerely,

Krista Nealis  
Buyer Senior  
Phone: 540-568-7523