



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6170

This contract entered into this 2nd day of November 2021, by Progress Printing Plus 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.

PEDIOD OF PERFORMANCE: From January 25, 2022 through January 24, 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 DMS-1123 dated August 9, 2021:
 - (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 No. One dated August 18, 2021,
 - (e) Addendum No. Two dated August 30, 2021;
- (3) The Contractor's Proposal dated September 1, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated October 29, 2021.

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

CONTRACTOR:

PURCHASING AGENCY:

By: Wayne Claybrook
(Signature)

By: Dana Simmers
(Signature)

WAYNE CLAYBROOK
(Printed Name)

Dana Simmers
(Printed Name)

Title: ACCOUNT EXECUTIVE

Title: Buyer Senior

10/29/2021

1. Parties agree that this Negotiation Summary modifies RFP# DMS-1123 and the Contractor's initial response to RFP# DMS-1123, and in the event of conflict this negotiation summary shall take precedence.

2. **Contractor's Pricing:**

Author Alterations (AA's): n/c

Layout Alterations: n/c

Color:

Color Corrections: \$80/hour

Epson Q7: \$10/per page

Proofs:

Online or soft proofs: n/c (once files are initially uploaded and after changed pages are uploaded)

Hard proof – Indigo: n/c (on changed pages)

Hard proof – Epson/Epson Q7: \$10/per page

Hard proof – Xerox proof: n/c

Flipbooks:

Basic Flipbooks with no add-ons: n/c (available once magazine proofs are approved for each issue)

Enhancement Flipbooks: \$100/set-up, \$2/per link with JMU supplied spreadsheet of links to be imbedded

Misc:

- Create interactive printing through augmented reality pages: \$40/per page (base cost hosting fee through "Layar")

- Paper storage and handling: \$2/ per 100 lbs.

Mailing:

Mail File Prep: \$85/set-up, plus \$2.75/M names (min \$150)

\$50 per additional mail version or file

Ink-jet, sort and mail: \$12/M (Postage not included)

NCOA: \$2.85/M (min \$75) *(if required)*

Co-Mailing Fee: actual costs from co-mailing company

Postage: actual cost from USPS

Madison Magazine Cost Breakdown

100,000 Copies

64 Pages,

Bindery: Perfect Bound

Size: Individual size: 8.5" x 10.5"

Cover paper: 100lb matte text, #2 grade, FSC Certified

Text paper: 50lb matte text, #3 grade, FSC Certified

Process mail files and ink-jet address 90,000 copies (approximately)

10,000 Copies deliver to Harrisonburg, VA (approximately)

10/29/2021

Description	Quantity	Base Total	Add'l 1,000's	Less 1,000's
64 pages, cover, gatefold	100,000	\$50,000	\$478.00	\$348.00
Upcharge for adding 8 pages	100,000	\$5,530.00	\$49.70	\$38.49
Upcharge for adding 16 pages	100,000	\$9,626.00	\$86.64	\$67.38
Upcharge for adding 32 pages	100,000	\$17,216.00	\$154.95	\$120.51

3. Contractor's first printing and distribution of *Madison*, the JMU Magazine will be the Spring/Summer 2022 edition.
4. Contractor shall not charge the Purchasing Agency charge card processing fees greater than 2.5%.
5. The current paper costs at the time of each publication shall be included on the invoice and contractor shall provide a copy of the manufacturer invoice.
6. Contractor shall utilize the least expensive and quickest delivery courier services.
7. Contractor agrees that all exceptions taken within their initial response to RFP# DMS-1123 that are not specifically addressed within this negotiation summary are null and void.
8. Contractor has disclosed all potential fees. Additional charges will not be accepted.



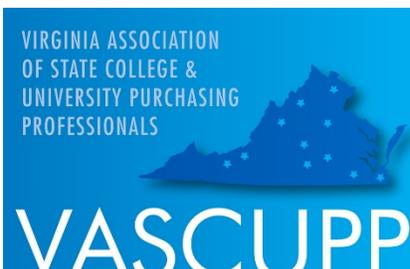
Response to



Request for Proposal

RFP # DMS-1123

Madison, the JMU Magazine



REQUEST FOR PROPOSAL
RFP # DMS-1123

Issue Date: August 9, 2021
Title: *Madison*, the JMU Magazine
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 September 9, 2021 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: Dana Simmers, Buyer Senior, Procurement Services, simmerdm@jmu.edu; 540-568-5113; (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:

<u>Progress Printing Plus</u>	By: <u>Wayne Claybrook</u> <i>(Signature in Ink)</i>
<u>2677 Waterlick Road</u>	Name: <u>Wayne Claybrook</u> <i>(Please Print)</i>
<u>Lynchburg, VA 24502</u>	
Date: <u>September 1, 2021</u>	Title: <u>Account Executive</u>
Web Address: <u>www.progressprintplus.com</u>	Phone: <u>434-832-7516</u>
Email: <u>wclaybrook@progressprintplus.com</u>	Fax #: <u>434-832-7555</u>

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 DWC #2 DWC #3 _____ #4 _____ #5 _____

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 # DMS-1123

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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 the printing and distribution of *Madison*, the Magazine of 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.

Madison is the magazine of James Madison University. The magazine's purpose is to deliver stories that advance the JMU brand, promote the Madison Experience and support the strategic communications and marketing goals of the university.

The readers (audiences) include JMU alumni, prospective students and their parents, donors, friends, local community, current students, and JMU faculty and staff.

The magazine has also included special insertions like cover wraps, specialty return envelopes, gatefolds, posters, and more through a variety of insertion methods. It has also been polybagged to include additional printed materials.

As a responsible steward of the environment, *Madison* is FSC certified.

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 experienced, full-service web press printer to provide the highest-quality, reliable printing, mailing, and distribution services. The printer shall work closely with *Madison* during estimating, prepress, printing, binding, mailing, delivery, billing, after-market issues, problems, and new technology support and service. Printer shall provide customer service representatives and production-technical contacts for the length of the contract. In addition, printer shall provide a current list of tools, settings, and presets that can be accessed to configure applications and best practice methods for creating press ready PDFs. Printer shall work to provide services to maintain current practices and quality as well as to recommend, accommodate, and transition for new needs and opportunities as they arise. Printer shall provide reliable estimating of needs within a reasonable timeframe to address special inserts and publishing needs. *Madison* will segment its mailing distribution to reach the variety of audiences listed in the Background above at a variety of times throughout the year. Additional print segments are possible based on audience affiliation, engagement level and geographic area.

The following specifications describe the printing of *Madison*, the magazine of James Madison University.

The specifications listed below are to be used as a representation for solicitation purposes only. Specific number of issues per year will be determined annually and page quantities, etc. will be given prior to order placement and may fall below or exceed stated thresholds.

QUANTITY:	Estimated 100,000 to 150,000 print publication quantity. Exact quantity could be higher or lower and will be determined prior to each issue. No overruns or underruns will be accepted.
PAGES:	64 pages (can increase or decrease)
FREQUENCY:	3 issues annually, with the possibility for special editions
SCHEDULE:	High-resolution PDF page files will be furnished electronically. Layout files will be produced with the latest Adobe InDesign and press ready PDF page files will be exported and supplied. Vendor shall provide two (2) flat contract-color proofs within 24 hours from receiving files. Vendor shall provide detailed specifications regarding supplied press ready PDF files, a recommended process for pre-flighting files, and a qualified production technician/customer service representative for troubleshooting.
PRODUCTION SCHEDULE:	Magazine publishing dates are September (Fall), December (Winter), and May (Spring/Summer) and align with campus events – making prompt campus delivery critical. JMU will provide a tentative yearly printing schedule. Contractor shall provide a 10-day to 2-week turnaround time from JMU providing final files until the printed, bound, and mail-processed magazine is delivered through a combination of drop ship, local USPS delivery and JMU delivery.
BINDERY:	Perfect bound
SIZE:	Individual page size is 8.5” x 10.5”
PAPER:	Cover: 100lb matte text, #2 grade, FSC certified. Text: 50lb matte text, #3 grade, FSC certified. Cover aqueous and dull UV coating options required. 4-color process throughout and allow for bleeds.
INKS:	Printer shall use heatset/offset inks and demonstrate a commitment to sustainably sourced and manufactured inks and the use of environmentally sensitive products and best practices regarding use and reuse of ink.
READERSHIP DEMOGRAPHICS:	Our readership is distributed throughout the United States, with roughly half located in Virginia and the Mid-Atlantic region. Prospective student audiences are predominantly in Virginia, the Mid-Atlantic, and Northeast states.
DISTRIBUTION:	Combination mailing/drop ship. Contractor shall sort the NCOA-washed, Excel mailing lists provided by JMU and prepare the magazine for nonprofit mail, complying with all USPS regulations and taking advantage

	of all USPS discounts. Contractor shall deliver the magazines to the most convenient USPS drop ship location, co-mailer facility, possibly deliver to the Harrisonburg, VA USPS, as negotiated with JMU, and deliver additional copies to JMU.
MAILS:	Nonprofit Organization, entry Harrisonburg, VA, as negotiated with JMU. JMU provides NCOA-washed mailing lists in Excel spreadsheets to the print contractor. The printer shall sort mail files, provide post analysis, prepare the magazine for mail (meeting all USPS regulations and taking advantages of all USPS discounts), and delivers the magazine for mail distribution and to JMU. JMU typically mails around 85% and ships roughly 15% back.
OTHER:	Magazines must be printed on FSC certified paper, and by an FSC printer.
DELIVERY:	Magazines delivered to JMU’s campus should be delivered to the JMU Mail Processing Center, 1070A Virginia Ave., Suite A, Harrisonburg, VA 22802. Directions available by calling JMU Mail Services at 540-568-1705. There is NO LOADING DOCK FOR DELIVERY, a lift gate and pallet jack are required. Contractor shall provide accurate per carton count clearly indicated on each box as well as accurate labeling of each carton’s contents, including different editions for specific audience segments. Contractor’s proposed cost should include all shipping and mailing costs.

1. OFFEROR SHALL PROVIDE THE FOLLOWING AS PART OF THE PROPOSAL:

- a) Specifics on current printing techniques, capabilities, products, quality, and quality control.

Progress Printing Plus is a commercial web and sheet-fed offset printer. We specialize in printing and mailing saddle stitched and perfect bound magazines, catalogs, newsletters, and other publications.

Our stable of presses currently consists of two 40” Man Rolland sheet-fed presses. One is a 4 color press; the second is a six color press. We have three web presses. One is a 4 color 38 inch 16 page Man Rolland Rotoman web press. The second is a 5 color 38 inch 16 page Man Rolland Rotoman web press. And, the third is a 4 color 38 inch 32 page Man Rolland Lithoman web press.

Progress Printing Plus is currently under contract #UCPJMU4753 to print Madison Magazine. Our printing, binding, and mailing capabilities are the perfect combination to print and mail Madison Magazine with high quality and timely turnaround. Our plant is located less than a two hour drive from the JMU campus in Harrisonburg. Over the length of the contract we have been able to print the magazine on several presses simultaneously, so your designer can come in and press view the magazine in a single shift. They are able to leave for Progress Printing in the morning and be back home for dinner that same day.

All of our presses, sheet-fed or web have state of the art color management systems. Once the color has been approved for the magazine cover or text signatures, the color management system monitors the ink densities, and maintains them throughout the print run.

Progress Printing Plus is one of the leading printers of college and university alumni publications in the United States. We have a unique set of presses and bindery equipment that allow us to serve that market extremely well. With our very streamlined prepress system, presses and bindery equipment we can basically print and mail your Madison Magazine in 4 simple steps:

1. Prepress: You upload your single page PDF files to our InSite web portal. In a matter of minutes online proofs are available for your creative team to review and approve. Once approved, we will move forward to create hard proofs. In most cases, your magazine proofs will be in your hands the day after you upload your files. If there are changes to be made to your proof, simply make the changes to the necessary pages, upload them again (our system automatically pulls out the old page and replaces it with the new page). Once any changes are made and approved, the files are plated and ready to go to press.
2. Printing and folding: On our Man Roland web presses your magazine will be printed and folded. Our web presses produce commercial quality printing. Our normal web screening is 150 line screens. We can offer up to 200 line screened printing and also stochastic printing (random dot pattern). The printed text signatures come off press folded and ready to go straight to a binder.
3. For Madison Magazine, it will go onto one of our perfect binders to be bound. We do not ink-jet address in-line on our perfect binders, so it will have to go to step 4 ...
4. Our ink-jet device to be addresses and distributed afterward. Based on our knowledge of the current Madison, The JMU Magazine contract and how the magazine is mailed, we know it is co-mailed. We do not mail the magazine from our plant. We perfect bind the magazine, and then it is shipped to ALG Logistics in Illinois, to be co-mailed. Our relationship with ALG Logistics allows Madison Magazine to be mailed with the lowest possible postage costs.

Dickie Beale, our plant manager, handles our quality control on day shift. We have three job planners, who alternate managing our plant at night. David Williams, Bobby Edwards, and Greg Wagner spend their evenings managing our plant and maintaining the quality of our printed products every third week. All of these individuals are responsible for the oversight of all machines and their operators, but they really delegate that responsibility down to all of our production employees. Each person who works at Progress Printing Plus is expected to stop any production process and call attention to anything they see that is not correct or acceptable. Our employees are empowered to look out for our customers and question anything that does not look right in the production process. Our goal is to find and fix any mistake before it gets out

the door. We would like to say no product contains any issues or errors, but those familiar with printing and the printing process know this is an impossible goal to reach. When there is a mistake in a finished job, we pride ourselves on our quick response time and we do everything we can to fix the problem and recreate the job without flaw as quickly as possible. All printers have quality issues. All print jobs have variation in the finished product. The difference in printers is how they respond to and fix their issues. We feel we are among the best, if not the best, in our willingness to own problems that are our fault and to fix them as quickly as possible.

b) Describe in-house prepress, color correction and production capabilities and process.



We have an excellent combination of people and technology in our prepress area. The technology comes in the form of our Prinergy InSite web portal.

Benefits of Prinergy InSite

- Automatic Trap, RIP and page imposition of customer-supplied PDF files
- Ability to set up a secure drop and drag “hot folder” on your desktop, linked to your Progress team
- Around-the-clock automated job submission
- Seamless precision via closed-loop color systems

Why Use InSite?

- The InSite Prepress Portal System reduces turnaround times, lowers proofing costs, enhances customer communication, and offers exceptional visibility into the production process. It is a powerful Internet portal designed to streamline print production and the processes of job submission, collaboration, proofing, and job-status tracking.
- The InSite Prepress Portal System shortens lead times and reduces material and courier costs by bypassing hard-copy content-proofing cycles. All job information is visible in real time and accessible from anywhere over the Web.
- Secure and convenient online access to print jobs

- The InSite Prepress Portal System enables customers to: upload and download jobs and job data, proof online with geographically dispersed users collaborating simultaneously, append annotations or comments, approve or reject pages, manage information, and access job status over the Internet using a standard browser. Print buyers anywhere benefit by having real-time knowledge of their job's status within the prepress environment.
- The InSite Prepress Portal System improves communication between Progress and our customers. Compared with conventional methods, cycle times are shorter and there are fewer errors. Our customer's changes, annotations, requests, or comments are visible to Progress Printing's staff, helping reduce miscommunication and the number of reprints.
- Robust and secure online job submission
- Our customers can use the InSite Prepress Portal System to quickly provide job data without the need to create and courier media. Secure access helps ensure only authorized users have access to your print jobs. Online job submission also provides greater flexibility in dealing with late-closing pages or last-minute changes.

Benefits of Workflow System

- Automated preflight
- Check and correct input files automatically. Report indicates what was checked and corrected, with hyperlinks to PDF file.
- Proofing Options
- In addition to soft proofing through our InSite web portal, Progress Printing Plus offers Hewlett Packard Indigo 5000 contract color proofing on select stocks. Indigo proofs are carefully calibrated for excellent value and fast turnaround at a fraction of the cost of what many charge for contract proofs. We also can provide Epson 9900 G7 certified proofing as an option. Progress Printing Plus is G7 Master Printer qualified.

Upload, download, and proof anywhere life takes you.



In addition to our technology, we are blessed to have three prepress coordinators who are very experienced in working with InDesign files. Clay Atkins, Stacey Wilson and David Shelton have each worked at Progress Printing Plus for decades. They can help you trouble shoot your prepress files. Their job is to help you prepare your files so they will flow smoothly through our prepress system when they come to us. They are available for consult if you have any questions

or wonder if something may create a problem. Any color corrections that might be called for would be handled by one of these gentlemen. They are all equipped to manage your color corrections, if you are unable to do so. I know the next question has to do with the cost of color corrections. We will discuss this topic in more detail there, but to address whether or not we offer color correction services ... we do. We would prefer you do your own color corrections, because that will cost JMU less. If there is not time or the expertise for the color corrections to be made by JMU's representative, our prepress coordinators are available to handle that service.

Our preferred files submission profile is to submit PDF files. We prefer PDF files for several reasons. The two primary reasons are the ease with which they proceed through our Prinergy system once they are approved and downloaded, and secondly, because of the file security provided through PDF files. If JMU provides their print files using PDF files, there is only a limited amount of changes that could possibly occur to the files. PDF files are almost 100% secure. Use of PDF files insures what JMU designers intend to provide through their files is what goes through to our proofs, plates, and press sheets.

Given you submit your files as PDF's, the software programs with which they are prepared is not that important. The critical information is locked into the PDF.

That being said, almost all files we process and print with today are prepared using Adobe InDesign software. That is by far the most widespread software used in file preparation by almost all customers.

- c) Provide details of process and pricing structure for corrections and additional proofs (*Include costs on Section X – Pricing Schedule*).

We do our best to eliminate any charges for corrections. If your representative has any reason to believe any color image is questionable, it is best to send us that page or that image and let us proof it and send it back to them (before the live job comes in as a whole). We will be happy to proof any questionable pages at no cost.

Once the live job files are uploaded, we will get a proof back to you the following day. The cost of the first proof will be included in your magazine estimate. If there are changes to any of those pages, we ask your representative to make the changes to those pages and only send those changed pages back to us. We will plug them into InSite and at that point InSite will kick out the original pages and replace them with the newly uploaded pages. At this point we encourage our customers to view the new pages online if possible. If new hard proofs are required, we will send those out the same day if possible or have our sales rep bring them to JMU.

Online or soft proofs are free of charge both when the files are initially uploaded and after changed pages are uploaded. Your representatives can view online proofs at no cost.

Progress offers two types of hard proofs ... Xerox proofs and Epson proofs. Xerox proofs are run on a Xerox digital press. We normally charge \$7 per page for Xerox proofs, but for this RFP, we will include them for free. Epson proofs are our higher end, Q7 color match proofs. If you have color critical images

you must match, these proofs are best. These normally cost \$20 per page. For this RFP, we will offer the Epson page proofs on changed pages for \$10 per page.

If JMU and its representatives can see Indigo proofs on changed pages that require a hard proof, there will be no additional cost for the Indigo proofs.

As we stated in the previous question, our prepress coordinators are all experts at color manipulation. If you need for us to make color corrections, we can do it. If we do make corrections, the cost per hour is \$80 per hour. In most cases, your representatives will be able to make any color corrections necessary. Our prepress coordinators will be happy to give guidance in what needs to be done to images, so if your representatives make the changes, and upload the new page containing the image, we will process the changes so there is no additional cost to JMU.

If the color is so critical that Epson Q7 proofs are required, the cost for the new page proofs will be \$10 per page.

*In the Section X. Pricing Schedule for Madison, The JMU Magazine, you ask for our “Upcharge for Author’s Alterations” and “Upcharge for layout alteration”. We have outlined how these charges can be avoided by using our prepress system to make your own changes and alterations and uploading new files. If there is no way to make the changes you require on your side of the relationship, we can make most changes, and the hourly charge to have us do so would normally be \$80.00 per hour. We will waive those charges during the course of any contract that might result from this proposal.

- d) Describe how best prices are acquired and made available to clients for paper and ink. Describe practices for keeping sufficient paper stock on hand and managing price fluctuation. What steps will be taken to ensure adequate paper supply at printing time?

Paper

2021 has been a tumultuous year in the printing paper market. This year has seen several domestic printing paper vendors shut down their machines, or commit their paper resources to other end uses (committing previous domestic pulp resources to China). General paper prices have increased 7 to 8% in the first 8 months of 2021. Here are the paper cost increase amounts for the two papers used in the printing of Madison Magazine:

	<u>January 2021</u>	<u>July 2021</u>	<u>% Increase</u>
100# Opus Matte Text (#2 Grade - FSC Certified)	\$55.50 cwt.	\$62.75 cwt	+ 13.1%
50# Somerset Matte Text (#3 Grade – FSC Certified)	\$59.50 cwt	\$65.50 cwt.	+ 10%

In conjunction with the paper price increases there has been a sharp drop in the supply of domestic printing papers. Large paper orders (the paper orders for Madison Magazine qualify as large orders) are now taking 6 to 12 weeks to arrive at our plant from their order date.

For customers with whom we are currently under contract to print their publications, and with customers whose publications we regularly print, we are encouraging them to order the paper for the next publication as soon as we finish printing the current issue to be sure the paper for the next issue will be on-hand when needed.

The days of ample supplies of a variety of paper weights and finishes being held in stock at paper company warehouses with 2 to 3 day availability are gone (at least for the time being, most likely for good).

Success in having the necessary paper on hand when needed going forward will need to be a cooperative effort between customer and printer to closely predict their paper need 3 to 4 months into the future.

As far as best practices are concerned in regard to acquiring paper, given the current state of the paper market, we do have a big advantage over other printers with our paper manager, Phil Pryor. Phil has been purchasing paper and other printing related products for almost 40 years. Over that time, he has developed close, long standing relationships with numerous paper companies and vendors. Fortunately, we are still in good shape with regard to our paper supply due to Phil's network of vendors and contacts. But, the paper is taking longer to acquire and the costs continue to climb as a result of the lack of supply. Honestly, best practices for providing the best prices on printing paper have been laid to the side in favor of just being able to get paper when we need it.

We know from addendum #1 you issued that the first Madison Magazine to be printed under the new contract will be the winter 2022 issue in December. Please keep in mind that the paper for that issue will likely take six to twelve weeks to get once ordered.

*If Progress Printing Plus is chosen for the contract to print Madison Magazine going forward, we will commit to keeping one issue worth of your cover and text paper on hand at all times. Once we finish one issue, we will order the paper for the next issue with there being four months between issues that will certainly allow plenty of time for the paper to arrive well before the next issue is ready to upload for printing. That will require that James Madison University be able to predict their paper need for the next issue of the magazine 3 to 4 months before the next issue comes to press, and large increases in page count and/or quantities might not be accommodated.

Progress Printing Plus has been a loyal Sappi Paper customer for decades. All of our #3 grade and above sheet-fed and web papers are Sappi paper products. Both your cover paper (100# Opus Matte Text) and text paper (50# Somerset Matte Text) are Sappi paper products. We feel that our paper supply chain will continue to be reliable moving forward, though subject to steadily increasing costs and delivery times. All paper vendors have put into effect allocations to their customers. Our allocation from Sappi paper is high. That being said, the future of the paper market is uncertain.

Phil Pryor, our paper manager, says Sappi paper is ending its contract to supply large amounts of publication weight and grade paper to large publication printers at the end of 2021 to hopefully free up a large amount of their pulp and raw materials that will go toward fulfilling commercial print demand. It is possible this move will result in more #2 and #3 grade paper supply, which will result in less lead time and lower prices, but any move in that direction is not foreseen until several months into 2022 at the earliest.

Due to the uncertainty in the paper market, the difficulty maintaining paper inventory, and paper prices increases in 2021, JMU has chosen an unfortunate time to put out this RFP for the next contract to print your Madison Magazine. We are unable to lock in our paper prices at this time. With the number of price increases that have taken place in 2021, we cannot afford to lock in our prices. If the paper market continues on the path it has taken this year, we do not see how any printer would be able to guarantee paper prices going forward until the paper market stabilizes, and at this point no one is willing to predict when that might happen.

***Our pricing in Section X. Pricing Schedule is based on current prices for 100# Opus #2 Grade Matte Text and 50# Somerset #3 Matte Text. You have mentioned in one of your addendums that the first issue**

printed under the contract that will result from this RFP will be in the winter of 2022. Most likely, the current paper prices now will have increased again by then.

****We would need to have a paper price adjustment clause in any contract resulting from this RFP, which would allow us to use current paper pricing in the estimate to print each issue when the paper order is placed for that issue.**

Ink prices are up 11% since the beginning of 2021. So far, ink supply is not going through the scarcity paper is going through.

As with almost all consumer goods given the current economy, pandemic effects, higher transportation costs, and higher costs of raw materials, like wood pulp for making paper, until the effects of the Covid-19 pandemic are over, these two material costs (paper and ink) will remain high and unstable. Predicting the end of the instability is tied directly to predicting the end of the Covid-19 pandemic and its economic effects..

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

Progress Printing Plus purchases the heat-set process web inks for our web presses in 2,800 pound totes or barrels. The 2800 pounds barrels are placed on an ink rack in our web press room and pumped to the three web presses through high pressure pipes. With the exception of the person who loads the barrels on the ink rack, and a pressman who might wash up a press at the end of a shift, there is no need for human loading of ink into the presses. The ink totes will last for weeks in our web pressroom. Buying in such large volume and in a way where the inks are rarely changed or maintained helps to keep ink cost low.

We have access to three vendors for our Process ink totes. When the time comes to replenish our supply, we price the three vendors against one another, buying from the least expensive vendor. We purchase in large quantity and store the totes in our plant.

All of our inks, both web inks and sheet-fed inks, are vegetable based inks.

All of the inks that are cleaned out of our presses are collected and sent back to our ink vendors to be recycled. All waste ink is recycled in this way and made into black ink and used by another printer. All of our inks are Agri-Web inks.



We do not manufacture our own inks. We find it less expensive to purchase the inks from outside vendors than to hire an employee to manage the ink making process in-house.

- f) Describe capacity to provide the printing and bindery of inserts to include: blow-ins, envelopes, gatefolds, posters, subscription cards, poly-bagging, and Magnastripping.

We have a multipurpose poly-bagging machine on our floor. This machine can poly-bag your magazine with or without additional inserts. It can also be used to blow-in cards or envelopes. It can also be used to ink-jet address your magazine. We'll address each type of insert and our ability to handle them.

Blow-ins: Loose blow-in cards or envelopes cannot be processed on our perfect binder. Adding a blow-in to the production process would add an additional step to the bindery process. Items that are blown-in on our poly-bagging machine are put into the magazine randomly. Specific placement as a blow-in is not possible.

If specific placement is desired, we can work with you to engineer and design an insert that can be bound into the magazine on the perfect binder. Specific placement in the page sequence may alter the signature configuration of the magazine, and may result in additional cost. For example, if your example magazine, which is 64 pages + cover, were printed, the possible locations for placement would be between the inside front cover and first text page, between text pages 32 and 33, or between the last text page and inside back cover. If you desired to place an insert of some kind between pages 48 and 49, we would have to print the text as three signatures instead of two in order to open that placement. Adding an additional signature would add slightly to the cost, even though the page count would be the same.

Envelopes: Envelopes can either be blown into a perfect bound publication or remittance envelopes can be designed to be perfect bound into the magazine, with a perforated tab so the envelopes can be torn out. Blown-in envelopes would be randomly placed. Perforated tab envelopes can be specifically placed in the publication. Bound-in envelopes will have to "jog" to the top or the bottom of the publication. They cannot "float" in the middle of the spine.

Gatefolds: Gatefolds can be bound into your magazine. If you plan to add a gatefold or fold-out to the magazine, we would work with your designers to help them with the size and dimensions of the document to best meet your needs. (Twice during the 5 year period we have been printing Madison Magazine, we have worked with your designer to design and print football gate-folds that bind into the spine of the magazine, is perforated and can be removed from the magazine. Once was just after JMU won the FCS football championship in 2016. We are currently working on the second gatefold insert, which is another football poster that will bind into the magazine. The two posters were different sizes and folding configurations. We can work with you to plan and carry out most any type of fold-out you would like to create for your magazine.

Posters: Posters can be placed into your magazine. They can be poly-bagged with the magazine. They can be worked into the pagination of the magazine. Again, upfront consultation for the design and placement of the poster will be necessary.

Subscription cards: Subscription cards can either be blown-into the magazine with random placement, or they can be designed with a bind-in perforated tab and placed in specific locations in the magazine. Bound-in cards would have to "jog" to the top or the bottom of the magazine.

Poly-bagging: Poly-bagging of the magazine alone or with additional inserts can be done in our plant.

Magnastripping: We do not do Magnastripping in-house. We do however have a vendor who can do this for you if you have that need. We will list them in the outsourcing section.

g) Describe current mailing prep capability and process.

Progress Printing has its own mail department. Three individuals work fulltime in that department. Walter Alpaugh is our mail director. He is our go to for advice on mailing issues. Jim Castanes and Mark Campbell are both data processors. Their time is spent processing customer mail files.

We can receive your mail files and process them to minimize postal costs, and facilitate delivery. We are proactive in our mail department and we like to help our customers maintain and clean their files of inaccurate information to help them pay the least possible in postage. We understand the high cost of postage, which is often as much or more than the cost to print the material that we mail, and postage, like paper and ink in constantly on the increase (there have been two postage increases thus far in 2021).

Any separations in mailings (versions, mail dates, etc.) must be separate files or have a field in the file noting such separations. Any information to be inkjet must be included in the mail file.

We accept the following database types:

Borland Paradox

DBase/FoxPro

Delimited

Existing BCC Mail Manager FS List

Fixed Length Fields, CR/LF

MS Excel

Standard ASCII Fixed Length File

Videojet JSII

h) Describe data requirements for mailing segmentations.

Aside from CASSing the list (required by the USPS) the move update, removing duplicates or any other list cleansing processes are decided by the customer.

We will presort your list for automated, full service mail rates to capture as many postage savings as possible. We will also compare SCF entry and NDC entry to freight costs and present the most cost effective method to mail.

i) Describe analysis and implementation of mailing and drop ship distribution of *Madison*.

Based on our past experience working on mailing the Madison Magazine, we know the mailing is split between magazines that deliver on campus, "local" mailing copies, and co-mail copies. On the fall 2021 magazine we are currently working on, the 128,500 total quantity is split between 8,376 copies that deliver on campus.

10,700 copies that mail "locally" (in the state of Virginia)
and 109,424 copies that ship to a co-mailer in Illinois.

The 8,376 are distributed on campus and are not considered in the drop ship distribution.

The "local" mail file is saturated for Sandston, VA. We took 10,513 magazines (out of 10,700total) and verify at the Lynchburg Post Office, with final entry to Sandston VA Post Office via freight. This saves \$1,400.00 in postage, and freight is estimated at \$650.00 This saves an overall amount of \$750.00 for JMU.

We show a spreadsheet with the drop ship savings in postage vs. freight for the customer to approve before ink-jetting. Each mailing we produce is unique, so the process is completed for every job at the data processing stage. All potential drop shipments are considered for each mailing.

We prefer to use our permit, but if the customer's permit qualifies for mail anywhere we may be able to use their permit for drop shipping. Any customer with non-profit status can still mail at the non-profit rates using our permit.

The portion of the Madison Magazine mailing that mails to addresses outside of the commonwealth of Virginia goes to a co-mailer in Illinois to mail with other mail projects. Co-mail utilizes large volume mailings by pooling a mail job with other large mailings. By doing so, the best carrier route postage rates are attained along with drop ship discounts.

j) Describe international distribution capability.

Progress Printing sub-contracts international distribution. Currently, we use APC Postal Logistics, East Rutherford, NJ. International distribution is a very specialized business, best handled by a vendor who is more familiar with the rules and regulations of foreign mail than we are.

k) Describe process for delivery to JMU's campus.

Progress Printing does not own delivery vehicles. We subcontract all of our shipping and delivery. We are currently under contract with Albemarle Courier in Charlottesville. Albemarle Courier has dedicated several drivers and vehicles to take care of our daily local and state delivery needs. Delivery to the JMU campus once a Madison Magazine issue is completed will be done by Albemarle Courier and its driver. Normally, delivery to the JMU campus is done the same day binding of Madison Magazine is finished. Usually, the same driver delivers each issue to the JMU campus, so he is familiar with the route and where the campus copies are delivered each time the magazine is printed.

l) Describe procedure and timeframe for responding to a request for an estimate.

Wayne Claybrook would continue to be your account representative. He is responsible for doing your estimates. If Wayne is out of the office and you need an estimate before he returns, you can also enter your estimate request through Ann Farish, who would continue to be your account manager. All you have to do to receive an estimate is email the specifications for the project to Wayne or Ann. We will normally get the estimate back to you within a 24 business hour period. If you need them more quickly than 24 hours, just let them know and they will prioritize the estimates.

You can email your estimate requests to Wayne Claybrook at wclaybrook@progressprintplus.com, or you can phone him and give the specifications for the estimate at 800-572-7804, extension 7516.

- m) Describe business philosophy and process for identifying, adopting, and making available to clients any new and improved printing and electronic publishing technologies to ensure that clients are on the leading edge in a fast-changing publishing marketplace.

Progress Printing Plus has remained relatively unchanged since we submitted our response to your Madison Magazine RFP in 2016. Here is the answer to this question we submitted 5 years ago:

“The “Plus” in our company name was added several years ago for this very reason. We wanted to let our potential customers know we can help them add more value to their printed products through new electronic publishing technologies.

One exciting, relatively new media technology being used in printing today is augmented reality or interactive printing. Progress Printing Plus has much experience helping our customer implement this technology into their printed products. Through interactive printing we can help you link your printed page to

- Play videos
- Display a photo carousel
- Link to a website
- Share content on social media

Progress Printing Plus will be glad to show you how to use interactive print in your projects. We use an app called “LAYAR” to link to augmented reality pages. There is another app called “Digimarc” which offers the same service. Your alumni would need to download LAYAR or Digimarc to the smart phones to be able to scan the AR page and download the information you have linked to that page.

If you are featuring a story in Madison, and you don’t have enough space in the magazine for all of the related photos, you can create an AR link to the page where alumni can scan the page and access the photos or videos, etc.

In addition, we can also provide you with flipbooks of your publications, from simple PDF pages viewed as a flipbook to live links in the pages to link the reader to other stories, other publications, web sites, etc.

The base cost to create interactive printing through augmented reality pages is \$40 per page. That is the hosting fee through “LAYAR”.

Basic flipbooks are free and are available to you once your magazine proofs are approved for each issue.

More complicated flipbooks are possible. For example, one of our customers has us go through and create live links wherever web page addresses are in his publication. As people are flipping through his publication they can click on the links and go to the advertiser’s web site.”

Honestly, over the course of the past five years interest in augmented reality, LAYAR, etc. has been relatively low. Today, anyone can download QR or AR apps for their phones and scan AR and QR codes in publications. You can still use the AR and QR codes in your publication, but it is no longer necessary to work through us for those applications.

Our focus in 2021 is keeping our InSite Web Portal constantly updated, and user friendly for our customers to upload their print files. We have also added a new digital press (Xerox). Its primary function is the daily production of our physical proofs. Our Xerox digital press is calibrated to our offset presses so that our

Xerox proofs are very accurate in predicting what the printed product will look like when the ink is applied to paper. We are able to produce our physical proofs on a variety of papers and finishes. For example, we printed JMU's Admissions Viewbook and Travel Piece this year. Both pieces printed on Finch Opaque (uncoated) paper. We are able to print our Xerox proofs on the same paper the actual job will print on. The color accuracy of the proof will greatly be enhanced by being able to print the proof on the same paper the job itself will print on.

Also on our Xerox digital press, it is possible to print using variable data. We can print process color postcards, brochures, folders, etc and each can be personalized with variable data as they are being printed.

- n) Specify if work performed under this contract would be performed in-house or subcontracted. If the latter, specify what work will be subcontracted and why.

With very few exceptions, all work needed to proof, print, perfect bind, and mail Madison Magazine will be performed in-house at Progress Printing's facility in Lynchburg, VA.

Since we started printing and mailing Madison Magazine in 2017, it has always had a large component of the mailed copies that co-mail. We do not do co-mailing in-house. The co-mailing of Madison Magazine has been and would continue to be co-mailed by ALG Worldwide in Romeoville, Illinois. Due to the nature of the co-mail business, it is necessary for the business to be located in the center of the United States. On all issues of Madison Magazine we printed under the previous RFP/Contract, the majority of the magazines were shipped to ALG to be co-mailed, with the exception of one issue in 2020 that was less pages and quantity than normal and it was not beneficial to co-mail that one issue.

Foreign mailing is another process that is best handled by another company who specializes in handling International mailings. We do not process international mail from our plant in Lynchburg, VA. Our current vendor for international mail is APC Postal Logistics, East Rutherford, NJ.

Progress Printing Company does not own any trucks or vans. We subcontract all of our delivery services.

Other than co-mailing, international mailing and distribution services all other work done on Madison Magazine would be done in-house.

2. SUBMITTAL OF SAMPLES:

- a) At least three (3) different magazines from the past year similar in quality and scope to that of *Madison*. Samples submitted will not be returned.
- b) Cover stock samples.

We have included several samples of the Madison Magazine we printed with in the last year in our group of samples. The cover and text papers you are requesting in your RFP are the same that Madison has been printing on over the previous five years, so you can use the Madison samples for our Cover Stock and Text Stock samples.

c) Text stock samples.

We have included several samples of the Madison Magazine we printed with in the last year in our group of samples. The cover and text papers you are requesting in your RFP are the same that Madison has been printing on over the previous five years, so you can use the Madison samples for our Cover Stock and Text Stock samples.

d) Sample invoice with itemization.

A sample invoice from the spring/summer 2021 Madison Magazine is attached at the end of our response to your RFP.

e) Mailing label samples that show parameters and requirements.

Here are two sample ink-jet samples from the Summer 2021 Madison Magazine mail file: Normally, we do not print labels for the magazine. Instead, we ink-jet the address, bar code, etc on the back cover of the magazine.

PROGRESS PRINTING MAIL PROOF 1:30 PM 8/26/2021 Ink jetting parameters allow us to inkjet up to 45 characters in length. Mail files containing more than 45 characters per field may be truncated.

JMU 12009 Local D1.txt
Intelligent Mail barcode
Opt. Endorsement Line
IDS

Full Name

Name 2

Alternate 2 Address

Alternate 1 Address

Delivery Address

City St ZIP+4

Vis Vis

Sack and Pa

Sequence Number

DTTFFDFAFFATADDADTFTFTAFFTADDFAAAAFADFADFDTTDDDDADADFFTATTTDAAD
T

*****ECRLOT**C001

0001317478|0001321802

MS. CASEY M. WALKER

MS. JIEHUI YANG

800 S MAIN ST

HARRISONBURG VA 22807-0001

P-1 P1 **PROGRESS PRINTING MAIL PROOF** 1:30 PM 8/26/2021 Ink jetting parameters allow us to inkjet up to 45

JMU 12009 Local D2.txt

Intelligent Mail barcode

Opt. Endorsement Line

IDS

Full Name

Name 2

Alternate 2 Address

Alternate 1 Address

Delivery Address

City St ZIP+4

Vis Vis

Sack and Pa

Sequence Number

ADTTAFTTAAFFATDFAATDDTFFFFAFAFTFDDTFAFATFTFTAFDTDADDATTADFFFFTFAAF

*****ECRLOT**R008

0001062075|0001186425

MRS. ANGELA C. SADLER

MR. JEFFREY B. SADLER

573 CLORE RD

MADISON VA 22727-2862

S1 P1

characters in length. Mail files containing more than 45 characters per field may be truncated.

1

OFFEROR SHALL PROVIDE:

- a) Three (3) clients comparable in size to James Madison University indicating the name of the client, length of service to the client, a contact name, and telephone number. JMU can contact accounts.

Erica C. Stacy

Associate Director of Editorial Strategy
University Relations/Advancement
Virginia Tech
Gateway Center, Suite 4628 (0336)
902 Prices Fork Road
Blacksburg, VA 24061
PH: (540) 231-1969 | Email: erica.stacy@vt.edu

Erica Stacy is our contact at Virginia Tech for the Virginia Tech Alumni Magazine. We have printed the magazine since 2017, and we are currently under contract to do so through the remainder of 2021.

Jordan M. Whitman

Editor-in-Chief
VMI Alumni Agencies
307 Letcher Avenue
Lexington, VA 24450
Office: 800-444-1839, Extension 216 / Cell: [REDACTED]
jwhitman@VMIAA.org



Jordan Whitman is our contact for printing the Virginia Military Institute's *Alumni Review*. We have printed the Alumni Review for many years without interruption. VMI is one of our longest lasting business relationships.

BILL THOMPSON

Art Director, Branded Content
Madison magazine
James Madison University
127 W. Bruce Street, 4th Floor
Ice House
MSC 3608
Harrisonburg, VA 22801
540-607-0366
thompswr@jmu.edu

Bill Thompson is our contact for printing the James Madison University *Madison* Magazine. We have printed the Magazine since 2017. We are currently under contract to do so through the end of 2021.

We will include 5 clients as references, in case Bill Thompson is off limits for this RFP. We have included him because we feel he can give you first-hand account of the level of service he has received from Progress Printing during her past five years, and whether we possess the capabilities to print and mail your magazine.

Sabrina Brown

Assistant Vice President, Marketing Communications
Editor of *Longwood* magazine
Longwood University Marketing & Communications
201 High Street, Lancaster Hall, Room 212, Farmville, VA 23909
Office: 434-395-2021 / Cell: [REDACTED]
browncs2@longwood.edu

Sabrina Brown is our contact for printing the Longwood University Alumni publication. We have printed her alumni magazine continuously since 2012.

Courtney Michel

Manager of Creative Services
Christopher Newport University
One Avenue of the Arts
CNU North 203
Newport News, VA 23606
Courtney.michel@cnu.edu
757-594-8461

We have printed *Voyages Magazine* for Christopher Newport University since October 2018.

- b) Pricing for the scenario – See Section X. PRICING SCHEDULE – Page 22
- 3. OFFEROR SHALL GIVE A SUMMARY OF THEIR FIRM, ITS SIZE, NUMBER OF EMPLOYEES AN EXPERIENCE, INCLUDING:
 - a) A brief history, emphasizing its general experience in providing this service.

Progress Printing Company opened its doors on September 1, 1962 in Lynchburg, Virginia. Thomas D. Thornton II, and former partner R.L. McGee, borrowed \$5,000 to begin an entrepreneur’s dream. They purchased two rebuilt one-color Chief printing presses and a Kenro vertical camera and completed their first project, a printed piece for General Electric. Over the next several years, a small staff labored long days and many nights to expand the skills and capabilities of Progress Printing.

A philosophy was born in the early days of the company, and evolved into a comprehensive business strategy: a commitment to consistently deliver products and services that meet or exceed customer expectations, and using state-of-the-art technology, craftsmanship, and dedication to achieve optimal performance and value.

A small building addition came in 1963, and the following year a single-color 36" press was purchased. A new 22" press was purchased in 1967 to continue meeting customer expectations. By 1968, following three expansions, Progress had 14 team members and 6,000 square feet of workspace. It was 1976, less than a decade and two additions later, and the company had grown to have 44 team members and 21,000 square feet of space.

A bold dream became reality in 1986. The team was severely crowding the Timberlake Road, Lynchburg facility, so a historic move was engineered. Progress Printing moved into the former General Electric

building at 3523 Waterlick Road and built a two-story corporate headquarters. The new plant encompassed more than 120,000 square feet—six times larger than the former plant.

The growing talent and technology inspired a sales and production surge. Market areas expanded throughout the Mid-Atlantic. A 93,000 square foot addition, doubling the size of the plant to nearly five acres under one roof, was completed in August of 1989. Along with the addition completion that fall, a six-color Harris M110B web press was put into operation. Throughout the 90s, Progress Printing made technological leaps into the rapidly evolving digital prepress world, moving from proprietary color electronic prepress systems to cutting edge open-platform solutions, including digital color proofing, direct digital-to-plate, and high-speed data connectivity with customers.

Between 1994 and 1997, the company invested more than \$20 million in new technology. In 1996, Progress Printing acquired a broad range of versatile new press and bindery equipment, including its first eight-color 41" Manroland sheet-fed press, along with several other state-of-the-art Manroland presses. On the acquisitions front, Progress Printing's affiliates, Whittet & Shepperson and Satterwhite Printing, merged in 1994 to become a \$7 million operation in Richmond, Virginia called Progress-Richmond. The off-site Progress Printing Fulfillment Center was then established in 1996.

In 1997, sales offices were well-established in major Eastern markets including New York, Washington, D.C., Richmond, Lynchburg, Charlotte, Greensboro, Raleigh, and Asheville. The Lynchburg headquarters also restructured its sales, customer service, and production entities into four distinct regional business centers: Southeast, Central Virginia, Mid-Atlantic, and National.

Progress Printing continues to evolve with the ever-changing market. Founder T.D. Thornton once said, "It is imperative that Progress Printing continues to be exciting and ever-changing; it is imperative that we continue to grow, reinvest, and challenge each and every individual that is associated with us."

1998 brought growth and vision with the appointment of the new President, Michael Thornton. Thornton's leadership over the past 2 decades plus has brought forth an evolving commitment to meeting industry demands and further developing a skilled, integrity-driven workforce. Continuous technological upgrades and acquisition of digital expertise have become a natural component of daily production at Progress.

Today, Progress Printing Plus serves a coast-to-coast client base of nearly 700 customers and is one of the nation's largest, privately held printing companies. We specialize in the printing of stitched and perfect bound catalogs and specialty publications for distribution, plus offer expert consulting, strategic planning, and comprehensive mailing services.

During the 2000's, Progress Printing focused our sales efforts on acquiring catalog and College / University Alumni Magazine business ... two segments of the print marketplace we realized we were particularly equipped to serve. Our primary focus in 2021 is printing and mailing multiple signature stitched and perfect bound publications and addressing them to be mailed. While much of the print market has grown smaller, alumni publication, and catalogs have remained relatively strong in the Covid-19 market.

Because we mail the publications we print, we were deemed an "essential business" in March of 2020, and we have remained open for business throughout the Covid – 19 pandemic.

We are currently in our 59th year of business.

- b) The expertise of its staff and a description of its training and development program which will assure that all assigned to perform under any resultant contract shall be capable and qualified in the work assigned to them.

Have we mentioned that almost all of our employees have worked at Progress Printing Plus almost all of their adult lives? We have skipped about in answering your RFP questions, so any mention of that may be after this question. In the next response you will see that the account representative who would be assigned to your account has worked at Progress Printing since 1982. The account manager has been with Progress Printing since 1992, and the Prepress Coordinator since 1990.

The people who are responsible for running our presses, binders and other machinery all have lengthy histories working at Progress Printing. We work hard to retain our pressmen and bindery operators, because it is a lengthy process to hire an employee to do their jobs who is unfamiliar with the printing process. All of the Progress Printing employees who will touch the Madison Magazine as it is being processed, proofed, printed, folded, perfect bound, addressed, etc have five years of experience in printing your magazine, plus decades of experience running their equipment. They are intimately familiar with their machines. They know how to get the most from them. They know how to service them if they break. They know what you expect from us as we print your magazine.

All of our in-plant employees are cross trained as well. If a pressman isn't needed on his shift on his press, he also knows how to work in the bindery and help out there. Mainly they are trained to move from one press to another if needed. All of our web pressmen know how to run all three of our web presses. All of our sheet-fed pressmen know how to run both of our sheet-fed presses.

The people who work would work on your magazine are not just employees. We consider them to be craftsmen. If there is a problem when printing your magazine, they have seen it before and know how to diagnose it and fix it, because more than likely they have encountered it before.

Our workforce is very stable. We very seldom hire new employees. The people who work here are mature. Most are in their 50's and 60's. They are content with their jobs. If you choose Progress Printing Company to print your magazine again as a result of this RFP, you can rest assured it will be in good hands (again).

- c) Representative(s) name(s) which will be assigned to James Madison University's account with their background and expertise. Specify what role they will have in servicing JMU.

All of the individuals you will work with at Progress Printing are seasoned professionals. Without exception, all of us have spent the majority of our work lives, if not our entire career working at Progress Printing. The biographies of the four individuals you will work primarily with demonstrate this statement. The four individuals with whom you will have the most contact have a total of 116 years experience working at Progress Printing Company (an average tenure of 29 years and running.

These are the individuals with whom you will work closest at Progress Printing

Account Representative

Wayne Claybrook

Wayne has worked at Progress Printing Company in Customer Service and Sales for 39 years. He began his career at Progress Printing on June 7, 1982. Wayne started his sales career at Progress Printing in August 1992. Wayne Graduated from Hampden-Sydney College in 1980, and received an MBA from William and Mary in 1982.

Wayne's primary role in servicing the JMU account will be Initial contact for advice and consultation, pricing, negotiation, delivery of proof(s) at times, resolution of any conflict or issues with finished product, follow-up after project completion.

Account Manager (Customer Service Representative)

Ann Farish

Years in the printing industry: 45

Years with Progress Printing Plus: 29

Role in servicing Virginia Tech: Job entry, FTP site facilitation, communication of details, dates, mail file submission, proof contact person in and out, invoicing.

Prepress Coordinator

Clay Atkins

Years in the printing industry: 43

Years with Progress Printing Plus: 31

Role in servicing Virginia Tech: Print file consultation (pre-entry), file processing and trouble-shooting.

Mail Manager

Walter Alpaugh

Years in the printing industry: 24

Years with Progress Printing Plus: 17

Role in servicing Virginia Tech: Mail file consultation (pre-entry), file processing and trouble-shooting.

These 4 individuals are not unique in the length of their service at Progress Printing Company. Almost all of the people who work here have decades of experience working at Progress Printing. For many, this is the only place they have ever worked.

Progress Printing is more than a business. We are a family.

4. THE OFFEROR MAY PROVIDE ANY OTHER INFORMATION THAT JAMES MADISON UNIVERSITY SHOULD CONSIDER IN EVALUATING THE OFFEROR'S PROPOSAL.

Progress Printing Company has many years of experience printing for Colleges and Universities. Colleges and Universities are the largest segment of our customer list. Prior to the onset of the Covid-19 pandemic, this was our active list of college and university customers.

Duke University	UVA (Law School & Business School)
Virginia Tech	Hollins University
University of Alabama	Auburn University
Bucknell University	Sweet Briar College
Averett University	Liberty University
Bryan College	Gardener-Webb University
Virginia Military Institute	Virginia Commonwealth University
Longwood University	Bridgewater College
Eastern Mennonite University	Greensboro College
Tulane University	University of Lynchburg
James Madison University	High Point University
George Mason University	Christopher Newport University
Georgia Southern University	University of Colorado-Boulder
Loyola University New Orleans	Florida Southern University
University of Florida Arts & Sciences	University of Evansville
Anderson University	Southern Wesleyan University
Wingate University	Methodist University
William Peace University	University of Mount Olive
Fordham Law	Northeastern University Law
University of Scranton	Duke Law
Wake Forest Law	Salem College and Academy
Louisiana State University Foundation	Mary Baldwin University
Dickinson College	Fordham Law
University of Mount Union	Athens State College
Mary Baldwin University	East Carolina University
Ferrum College	University of North Georgia
East Tennessee State University	Valdosta State
Louisiana Lafayette	UNC Law School
University of Montevallo	Brenau University
Chowan University	Campbell University
North Carolina State Engineering	Duke Engineering
University of Maryland – Baltimore County	Concord University
Pennsylvania College of Technology	State University of New York – Plattsburgh
Birmingham Southern College	Lamar University
Paul Smith College	Meredith College
University of North Carolina – Greensboro	

When Covid-19 hit, many of our college and University customers stopped printing in an effort to save money. With vaccinations being plentiful now, and those who want to be now vaccinated, most of them are coming back and beginning to print their publications again.

These 73 colleges and universities bear witness to the fact that Progress Printing has the qualifications and experience needed to provide similar projects for James Madison University.

Our prepress coordinators, pressmen, binder operators, and other employees have decades of experience working with college and university designers, editors, etc. We love to have our customers visit our plant for press views. Our employees love the challenge of pleasing our customers on a daily basis.

Progress Printing Plus has had the pleasure of printing James Madison's *Madison* Magazine for the past contract period (2017 – 2021). We have worked primarily with Bill Thompson, Art Director, and Carolyn Windmiller, Art Director, in University Communications and Marketing, and Dana Simmers in procurement services. We would hope all three would say that working with Progress Printing Plus has been a positive experience, and they have been pleased with the quality and service they have received over the last contract period. We have described our involvement and participation in the delivery of proofs, waiting for proof approval and return of proofs in the same day, printing the magazine the day after the proof is approved, adherence to the two week turnaround time, so the co-mail pool dates could be met, and other aspects of our service to JMU that are made possible by our geographical closeness to the JMU campus. We understand that because we had the previous contract to print Madison for JMU, that does not give us any advantage over other vendors, but we do feel our performance during that contract period demonstrates that Progress Printing Plus has a unique set of capabilities, experience, personal participation in the process, and physical closeness to your campus that enables us to provide service other vendors will be unable to match.

Progress Printing Company is not a small, woman or minority owned business. We once were. The primary reason we are not considered a small business is our ownership. Progress Printing Company was once totally owned by one individual person. At that point we were certified as a small business. About 10 years ago, that individual owner gave equal ownership shares to his five son, who each own 20% of the company. Small business rules say one individual must own at least 51% of the company for it to be considered a small business. We currently have fewer than 100 employees. That factor would qualify us to be a small business.

Regardless of the outcome of this RFP, we would like to thank everyone who considered and reviewed our response to your questions, and for the opportunity to print your alumni magazine for the past five years.

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 seven (7) 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: www.VASCUPP.org.
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	20
	<u>100</u>

- B. AWARD: 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 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.

- 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) 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, 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.
 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. 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:	<u>Progress Printing Plus</u>	<u>9/9/21</u>	<u>2:00 PM</u>
	Name of Offeror	Due Date	Time
	<u>2677 Waterlick Road</u>	<u>DMS-1123</u>	
	Street or Box No.	RFP #	
	<u>Lynchburg, VA 24502</u>	<u>Madison, The</u>	
	City, State, Zip Code	<u>JMU Magazine</u>	
		RFP Title	
<u>Name of Purchasing Officer: Dana Simmers</u>			

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; 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 SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB 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 SBSB 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. 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.
- R. 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.

- S. 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.
- T. PRINTING PICK-UPS/DELIVERIES: Contractor shall be responsible for all pick-ups and deliveries of all materials.
- U. 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.
- V. 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.
- W. 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.
- X. 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.
- 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.
- Z. SUBCONTRACTORS: 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.
- AA. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

- BB. 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.

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

DELIVERY CHARGES SHALL BE INCLUDED IN UNIT PRICING. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

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>.

Description	Quantity	Base Total	Add'l 1,000's	Less 1,000's
64 pages plus cover	100,000	\$46,565.00	\$338.00	\$395.00
Upcharge for adding 8 pages	100,000	\$5,669.00	\$383.00	\$440.00
Upcharge for adding 16 pages	100,000	\$9,568.00	\$400.00	\$474.00
Upcharge for adding 32 pages	100,000	\$17,458.00	\$456.00	\$547.00
Upcharge for author's alteration	\$ 0.00 /hour			
Upcharge for layout alteration	\$0.00 /hour			

***These prices are based on paper prices as of 9/7/2021. As we discussed in a previous section,. Paper prices have been increasing steadily during 2021. We expect them to continue to rise through the remainder of the year. Any stabilization in the paper market will not occur, if it does, until early 2022. Until the paper market stabilizes, we will ask to be able to adjust our paper price each time an issue prints.**

EVALUATION SCENARIO ONLY – NOT ACTUAL PUBLICATION:

Provide a total price for the following scenario to be used in the evaluation of this solicitation – This is an example only. THE SCENARIO IS PROVIDED FOR INFORMATION PURPOSES ONLY.

Main: *Madison* sample issue
Trim Size: 8.5” x 10.5”
Binding: Perfect Bound
Body: 64 pp on 50# Matte text
Quantity: 100,000
4/4 with bleeds

Cover: 4 pp on 100# Matte cover
Quantity: 100,000
4/4 with bleeds and scored

Gatefold: 4 pp on 80# Matte text
Flat Size: 15.875” x 10.5” (includes a 0.375” grind off and vertical perf along gutter side)
Folded Trim Size: 7.75” x 10.5”
Binding: Single vertical perforation
Quantity: 100,000
4/4 with bleeds

TOTAL COST OF THE ABOVE SCENARIO *(To be used for formula to determine point value of the cost portion).*

\$ 50,290.00

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 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 59 Months 0 Progress Printing Company was founded and began business on September 1st, 1962. By the time this response is read we will have been in business 59 years.

- 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 #
Virginia Tech	5 years	stacye@vt.edu	Erica Stacy
VMI	25 years	jwhitman@VMIAA.org	Jordan Whitman
Longwood University	9 years	browncs2@longwood.edu	Sabrina Brown
Christopher Newport	3 years	Courtney.michel@cnu.edu	Courtney Michel
Fisher Auto Parts	20 years	John.Marcum@federatedmail.com	John Marcum

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

Progress Printing Plus - This is our only plant site and location.

2677 Waterlick Road

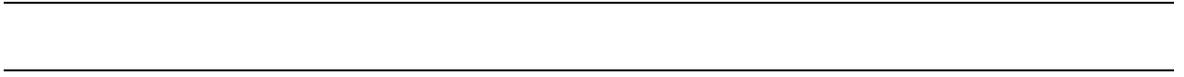
Lynchburg, VA 24502

Wayne Claybrook

- 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: _____



ATTACHMENT B

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

Offeror Name: Progress Printing Plus Preparer Name: Wayne Claybrook

Date: 9/9/21

Is your firm a **Small 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 **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 _____ No X

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

Procurement Name and Number: DMS-1123

Date Form Completed: 9/7/2021

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

Offeror / Proposer:
Progress Printing Plus
 Firm

2677 Waterlick Road, Lynchburg, VA 24502
 Address

Wayne Claybrook 434-258-8541
 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)
Albemarle Courier	Curt Foster 434-981-4163		Delivery Services		
ALG Global Logistics	*Our Mail director is out with Covid-19 and information on ALG and APC is not available at this time.				
APC Postal Logistics, East Rutherford, NJ	*Our Mail director is out with Covid-19 and information on ALG and APC is not available at this time.				

(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)



INVOICE

Corporate Office
2677 Waterlick Road · Lynchburg, VA 24502
0-572-7804 · Fax: 434-832-7551
www.progressprintplus.com

Bill To: James Madison University
Procurement Services MSC 5720
452 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg VA 22807
USA

Invoice: 146128
Invoice Date: 06/09/2021
Customer PO:
Job Number: 11459
Customer Number: JAME02
Salesperson: Wayne Claybrook

Quantity	Description	Price
100,000	Madison Mag Spg Sum 2021	36,463.52
26,000	additional copies	7,124.00
1	Process mail file for 117,851 records @ \$2.75/M + \$85 base cost	409.09
1	NCOA	75.00
117,851	inkjet, sort and mail 117,851 copies @ \$12/M	1,414.21
1	comail fee for 117,851 copies	3,355.85
1	Co-mail destination and entry charges	3,128.95
1	FSC Destination Entry Fee	602.23
	FSC MIX Paper SGSNA-COC-000490	
	Net Sales:	52,572.85
	Freight - Non-Taxable:	3,319.50
	Invoice Total:	55,892.35

Terms: NET DUE, 30 DAYS

TERMS Payment shall be net cash thirty (30) days from date of invoice unless otherwise provided in writing. 1½% monthly finance charge will be applied to unpaid invoices/amounts over 30 days. Claims for defects, damages, or shortages must be made by the customer in writing within a period of ten (10) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications. **PRINTER'S LIABILITY SHALL BE LIMITED TO STATED SELLING PRICE OF ANY DEFECTIVE GOODS, AND SHALL IN NO EVENT INCLUDE SPECIAL OR CONSEQUENTIAL DAMAGES.** As security for payment of any sum due or to become due under terms of any Agreement, printer shall have a security interest in and shall have a lien on all customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances, or guarantee of payment shall not affect such security interest and lien. The Purchaser agrees to pay attorneys' fees and court costs in the collection process. The Purchaser waives any objection it may now or hereinafter have to the laying of jurisdiction and venue of any such suit, action or proceeding brought in the Circuit Court for the County of Campbell, Virginia and claim that any such suit, action or proceeding has been brought in an inconvenient forum.

This Estimate, unless previously withdrawn, shall be valid for 24 hours from the date hereof, and order is subject to acceptance at the executive offices of Progress Printing, Lynchburg, VA. All purchase orders should be addressed to Progress Printing at the address or fax number as stated on this quotation. Progress Printing is not responsible for any printing or services that may be described in documentation other than as listed herein. Our acceptance of your order or purchase order is expressly conditioned on your assent to the terms and conditions as stated on the attached Seller's Terms and Conditions and Seller's Limited Warranty. Any item not specifically listed and detailed above is hereby excluded from this quotation.

Go to ppc.progprint.com/pdfs/ppc_terms_warranty.pdf to view and print Sellers Terms and Conditions and Limited Warranty.

Shipping and Handling:

Shipment is F.O. B. Lynchburg, Virginia, USA. Shipping and handling cost is an estimate only. The actual cost charged by the carrier may differ.

This Estimate, unless previously withdrawn, shall be valid for 24 hours from the date hereof, and order is subject to acceptance at the executive offices of Progress Printing, Lynchburg, VA. All purchase orders should be addressed to Progress Printing at the address or fax number as stated on this quotation. Progress Printing is not responsible for any printing or services that may be described in documentation other than as listed herein. Our acceptance of your order or purchase order is expressly conditioned on your assent to the terms and conditions as stated on the attached Seller's Terms and Conditions and Seller's Limited Warranty. Any item not specifically listed and detailed above is hereby excluded from this quotation.

Go to ppc.progprint.com/pdfs/ppc_terms_warranty.pdf to view and print Sellers Terms and Conditions and Limited Warranty.

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Thank you,

Your Progress Printing Sales Team

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Shipping and Handling:

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design. print. mail.

Progress Printing Plus offers professional consultative services and utilizes USPS-approved software to generate all possible discounts on postage. Additionally, we offer our customers consultation on paper weight and trim size to lower postage costs, and advice on extensive co-mailing capabilities. We are committed to timely and consistent processing and delivery while providing our customers the most economical methods to ship.

Our knowledgeable team offers complete mailing and shipping services while utilizing state-of-the-art equipment to coordinate all of your design, printing, and data processing needs. Progress Printing Plus mails to more than 4,000,000 addresses per month.

CO-MAILING

Progress provides the most cost-effective and efficient methods to co-mail your product. We partner with industry leaders to provide our customers:

- Significant cost savings in postage
- Precise in-home delivery dates
- Extreme flexibility
- Advanced polybagging capabilities
- Substantial inkjet font capabilities
- Multiple messaging options

TECHNOLOGY

- Mail management software for optimized CASS/DPV, USPS presorts, data processing, ZIP + 4, carrier rate and destination discounts
- PAVE certified for co-sack, tray and merged pallet presorts
- Mailing palletization
- Inside/outside inkjet on high-speed saddle stitchers
- Polybagging with inkjet, blow-ins and tip-ons
- Shrink wrap tunnels, skid wrappers, scales, wrapping and packing equipment

DATA SERVICES

- National Change of Address (NCOA) and Locatable Address Conversion System (LACS) for address updates
- CASS/DPV to verify if an address exists and is served by the USPS
- Merge/Purge: Individual, Household or Gender by customer request
- Key Coding/Source Coding to capture codes for customer internal use
- Personalization options for special messaging
- SCF/NDC analysis for saturation discounts
- Presort analysis for optimal rate discounts
- Variable data prep for versatile custom publishing projects

LOGISTICS

- Centralized Account Processing System (CAPS) for electronic postage payments
- Access to FAST (Facility Access & Shipping Tracking) for drop ships
- Plant Verified Drop Shipment (PVDS) by the USPS
- Transportation Management System (TMS) for tracking pallets at entry points
- Progress shipping: truck, trailer and van services
- SmartLinc shipping logistics for freight shipments, FedEx and UPS
- Expedited rate shopping
- Batch drop ships for parcels and small packages

FULFILLMENT

- SMA PRO-MAIL warehouse and fulfillment system
- Truck, trailer and van services

CONSULTATION

- Addressing standards
- Classes of mail
- Design regulations
- Automation regulations
- Non-automation mailings
- Business reply and courtesy reply templates
- Bulk mail permits
- Postage estimates
- Co-mailing capabilities
- Co-palletization, pre-sort analysis
- List acquisition referrals
- Data hygiene



experience plus.

OUR PROMISE

The Progress Printing Plus team aspires to conduct ourselves with honor and integrity in every interaction with our customers, colleagues, and partners in the industry. We work at all times with passion and professionalism toward mutual economic benefit while diligently managing the positive experience you deserve. We support your catalog and publication printing needs, plus offer invaluable consultation and service.

Progress Printing Plus is committed to investing in technology and training to continually offer our customers the highest quality products and the most responsive team of professionals. **We offer experience, technology, value, quality, and support.**

WE WILL:

- Improve your ROI by enhancing the quality and distribution of your products
- Provide 50 years of experience in the industry
- Offer consultative service to benefit your bottom line
- Foster long-term relationships based on fairness and integrity
- Stand proudly by our products and services
- Provide more than just a printed product—an experience
- Be your advocate in print and partner in business
- Save you money through expert advice
- Provide added value in consulting, prepress, and distribution
- Promise you continuous upgrades in technology and training

EXPERIENCE

- Award-winning catalog and publication specialist
- Tenured team of professionals
- Long-term stability since 1962
- Recipient of numerous prestigious print awards
- Expert mail consultation with in-house mail center
- Complete logistical network and rate discounts

TECHNOLOGY

- Prepress, web, sheetfed, bindery, packaging, mailing, fulfillment, and distribution
- Turnkey to a la carté solutions guided by professional print consultants
- \$50 million technology improvements in the past decade
- PUR Gluing for industry-leading perfect binding
- Five acres of 24/7 manufacturing and production space
- One-stop, single-source for catalogers and publishers
- manroland 32-page and 16-page full webs equipped with closed loop color
- Multicolor sheetfed presses with aqueous coating capabilities
- Bindery features saddle stitching and perfect binding
- Custom publishing and one-to-one digital printing
- ISO 9001-compliant quality system

VALUE

- Qualified G7 Master Printer
- Efficiency and automation saves time and money
- Volume buying power for paper, ink, and plates
- Certified “Green” with the Forest Steward Council
- Competitive pricing
- Full-time quality manager and team
- Consistent policies, testing, and measurement
- Custom procedures and specifications upon request
- Vendor certification of all major suppliers

SUPPORT

- Customer Support work center with veteran account managers, engineers, prepress coordinators, prepress techs, estimators, schedulers, and purchasers
- Service-driven culture
- Real-time job tracking, costing, and reporting
- Advanced scheduling system enables real-time projections
- Soft proofing and contract color off-press proofing

PROGRESS

Progress Printing Plus is Virginia’s largest private, independent commercial printer and one of the largest employee/family-owned printing companies in the United States. Located in historic Lynchburg, Virginia, we proudly serve 700 customers across the US. We are considered one of the top 100 printers in the United States.

Our Mid-Atlantic geography makes us an ideal distribution point near many major mailing hubs, conveniently located within 500 miles of the nation’s major population center. Progress Printing Plus has a talented team of professionals and the technology and facilities to serve each of our customers with the personal touch you deserve.



recyclable. renewable. sustainable.

Progress Printing Plus is committed to serving our customers, our community, and our industry through environmentally responsible initiatives. We're always pursuing creative ways to preserve, protect, reuse and recycle. More than 98% of our waste stream is recycled and used for new products.

"Progress Printing Plus has always operated in an environmentally friendly manner," says Phillip Pryor, purchasing manager. "We have recycled our scrap paper, plates, boxes, and skids for over 30 years. Progress was one of the country's first printers to go all-digital (filmless) to eliminate chemicals and the use of silver in the printing process."

Paper is a biodegradable, renewable, sustainable product made from trees, and because of improved forest management and concerned industry partners we have more trees in the United States than 100 years ago. Progress proudly serves as a partner in conserving and renewing our natural resources.

COMMITMENT

Progress Printing Plus is dedicated to environmental stewardship as a core ethical responsibility. We deliberately preserve, protect, and conserve resources throughout our corporate enterprise.

We pledge to pursue environment-conscious practices in front-to-back manufacturing operations, including recycling paper, plates, ink, equipment and related chemicals. Progress Printing also offers customers viable paper choices from environmentally certified suppliers through our Forest Stewardship Council Chain of Custody (CoC) certification from SmartWood.

Our Forest Stewardship Council (FSC) designation is further proof of our commitment to preserving our environment and operating in an ethical and responsible way. We print with VOC-free ink, recycle used ink, recover solvents, and produce virtually clean air. Progress Printing Plus will continue our longstanding record of regulatory compliance while seeking innovative ways to minimize environmental impacts.

CERTIFIED GREEN

Progress Printing Plus is an FSC Chain of Custody (CoC) vendor, certified by SmartWood, a program of the Rainforest Alliance. The Rainforest Alliance works to conserve biodiversity and ensure sustainable livelihoods by transforming land-use practices, business practices and consumer behavior.

The FSC is a global non-profit devoted to encouraging the responsible use of the world's wood resources through responsible forest management. The organization focuses on sustainable yield timber management, reducing soil erosion during harvest, preventing water pollution, and taking wildlife habitat into consideration by proper harvest management planning.

An FSC certification provides a credible link between responsible production and consumption of forest products. It enables consumers and businesses to make purchasing decisions that benefit people and the environment as well as provide ongoing business value.

SUSTAINABILITY

Our purchasing department evaluates and sources our needed raw materials from partners that have a strong commitment to sustainability. We take very seriously how our sourcing partners produce the products that we use in our daily operations. We evaluate suppliers on their ethical business practices and on their environmental impact.

GREEN PLUS

Going green is more than simply using certified products. Our Progress team assists you in making purposeful green decisions and offers opportunities for your business to print efficiently and environmentally responsible. Contact your Progress Printing Plus consultant to discuss using FSC-certified papers. Visit fsc.org/en/ for a paper list.

Communicating your green commitment to your customers is important. We will imprint the official FSC logo after approval by our certifier, SmartWood. Please examine fsc.org/en and rainforest-alliance.org/programs/forestry/smartwood to learn more.





questions. answers.

The relationship we have with our customers is what drives us to continually provide quality products and operate daily with integrity and precision. We pride ourselves on being both accessible and responsive to our customers while meeting their ever-changing needs. We always encourage calls, or emails with additional questions at info@progressprintplus.com.

Q. Who is Progress Printing Plus?

A. Progress Printing Plus is one of the nation's largest employee/family-owned printers with 175 professional print team members. Our technology-driven plant operates on five acres in historic Lynchburg, Virginia. Founded in 1962, our customer base has grown to 700 loyal customers across the country. When you're working with a Progress professional, you're working with an "owner" who is invested in your satisfaction and success.

Q. What type of printing do you do?

A. Progress Printing Plus is a full-service catalog and publication printer. Our strength is turnkey short-to medium-run catalogs and premier publications, along with booklets, brochures, inserts and mailers. We also offer custom publishing through web-to-print solutions.

Q. What makes Progress Printing Plus different than other large commercial printers?

A. We offer more than just high-quality printed catalogs and publications. We offer additional services to improve your bottom line. After an in-depth analysis of your needs, we work to devise smart solutions that deliver measurable results. Our solutions fuse strategy and technology to enhance your finished product. More importantly, at Progress we provide a responsive support staff, a commitment to automation and advancing technology, plus a friendly, experienced team of professionals to serve you.

Q. What other services do you offer?

A. You may receive custom a la carté printing services or complete consultative solutions at Progress Printing Plus. We also offer mailing palletization, polybagging, presort analysis, key/source coding, transportation management, fulfillment, and complete printing and mailing consultation. Whether you need beautiful printing, cost-saving mail management, or reliable on-time delivery, our commitment is to provide quality service, and ongoing support.

Q. Does my job fit?

A. Our "sweet spot" capabilities include, but are not limited to: Medium-run and short-run catalogs and specialty publications that mail or ship. We have capabilities that far exceed many of our competitors, so we encourage you to contact a sales representative to discuss your project.

Q. How can I proof my job?

A. You are always welcome to visit our plant and proof your job in person. We take great pride in knowing our customers and building long-term relationships. Additionally, we utilize a Kodak InSite Prepress Portal. With our system, we receive customer files directly into the Prinergy Workflow system. This tool is powerful, user-friendly, and collaborative while providing secure Web access to our customers, prepress operators, and service reps. Our customers find great value in the ability to submit jobs remotely, track job progress, communicate with prepress professionals, review proofs, and submit approvals—without leaving the office.

Q. How does printing smarter yield significant savings?

A. Our consultants offer numerous ways for you to lower your printing costs without jeopardizing quality in your finished product. Evaluating your paper source, stock weight, time of year, trimming, postage, and product size can save you considerable dollars.

Q. Are you a green printer?

A. Progress Printing Plus is an FSC Chain of Custody (CoC) vendor, certified by SmartWood, a program of the Rainforest Alliance. We're always pursuing creative ways to preserve, protect, reuse and recycle. More than 98% of our waste stream is recycled. We print 98% VOC free (volatile organic compounds), recycle used ink, recover solvents, and emit clean air. We embrace our environmental responsibility and the sustainability of natural resources.



technology. automation.

Progress Printing Plus utilizes the latest technology, well-trained staff and new equipment to deliver quality through efficiency and automation in every project. From prepress planning to mailing, the Progress team is committed to providing our customers reliability and consistency, plus offering personalized consulting services to ensure optimal results.

Digital Prepress

ENTERPRISE MIS

- EFI Print Management System, Monarch™
- EFI PrintFlow electronic scheduling system for PSI
- Kodak UpFront job engineering system

DIGITAL WORKFLOW

- Kodak Prinergy workflow suite with Preps Plus, Advanced Color Management, and Advanced Production Automation systems
- Prinergy Synapse InSite FTP and soft proofing
- Synapse InSite Advanced PDF Preflight
- Prinergy Trap Editor auto-trapper and 8-up CTP Renderstation
- Staccato 20 stochastic screening
- Isilon 18TB Digital Asset Management Server
- Macintosh & Windows prepress workstations
- InDesign, QuarkXpress, Photoshop, Illustrator, Acrobat, FlightCheck and PitStop software
- Kodak Lotem Quantum platesetter
- Epson 9900 Stylist Pro SpectroProofer
- Screen PlateRite Ultima 24000Z platesetter
- ArtiosCAD system and Kongsberg sample cutter

INFORMATION TECHNOLOGY SERVICES

- MAutomated Data Backup Systems
- I.P. Telephony on Gigabit Switch Technology
- Redundant High Speed Fiber/Internet Services

Presses

WEB

- manroland LITHOMAN 38" 32-page web four-color full web, 22 3/4" cutoff, combination folder with two deliveries, log bundler, closed loop color and register systems, prejob setup utilizing ink & folder presets
-Muller Martini Avante Palletizer
- manroland ROTOMAN 38" 16 page web five-color full web 23 9/16" cutoff, sheeter, perfer, combination folder, log bundler, closed loop color and register systems, prejob setup utilizing ink & folder presets
-Muller Martini Avante Palletizer
- manroland ROTOMAN 38" 16 page web four-color full web, 23 9/16" cutoff, enhanced combination folder, log bundler, closed loop color and

register systems, prejob setup utilizing ink & folder presets

-Muller Martini Avante Palletizer

-Muller Martini Compacto Rotary Trimmer

SHEETFED

- manroland 41" eight-color with aqueous coater
- manroland 41" four-color perfector with aqueous coater

DIGITAL

- Two Indigo digital presses

Bindery/Finishing

BINDERY

- Muller Prima saddle stitcher – six-pockets plus cover feeder with in-line trimmer – 2-up capable
- Heidelberg UB perfect binder – 24 pockets plus cover feeder with in-line three knife, Kolbus trimmer
- Muller Martini Corona 21-pocket perfect binder with Cohiba auto-stacker/palletizer and PUR gluing
- 2 Muller Martini Tempo six-pocket saddle stitchers with inside-outside inkjet and cover and card feeders
- Muller Martini Prima 8-pocket saddle stitcher w/cover and card feeders, stacker, bundler, trimmer, inside/outside inkjet and 2-up digest capability
- Muller Martini Prima 6-pocket saddle stitcher w/card and cover feeder, 5-knife trimmer, stacker/puncher and 2-up digest capability
- SP 705 6-pocket saddle stitcher

FINISHING

- Universal folder-gluer
- Dick Moll pocket folder-gluer
- manroland 40" UV Coater
- Bobst 40" die cutter
- Buhrs 5-pocket polybagger w/inkjet, blow-ins and tip-ons
- Domino BitJet off-line inkjet system w/tabber
- Stahl and MBO folders and MBO stacker-banders
- Rollem scoring and folding
- Forklifts and clamp lifts
- Waste extraction and bailing systems
- Guillotine knives and paper handling lift systems
- Shrink wrap systems and skid wrappers and turners
- Finishing drills, counters, shrink wrap, laminators and stitchers



apps. questions. answers.

WHY AN APP?

Since Apple introduced the first generation iPad in April of 2010, 23% of participants responded that they prefer using a tablet to read their magazines and catalogs over their conventionally printed counterpart. When the digital and the printed piece are successfully integrated, publishers see a 67% increase in traffic over if they had chosen one vehicle over the other.

The reason? Digital formats allow readers to interact with and navigate through the content. While the fidelity of the printed piece is retained, the interactivity dimension captivates reader attention and creates a more engaging experience.

WHAT CAN AN APP DO FOR ME, MY COMPANY, MY BRAND?

Reach a specialized market – let's face it, iPhone/smartphone users are a very peculiar cohort: IT-literate professionals, early adopters, internet-savvy – the target market is well defined. If your brand's target audience is similar – what are you waiting for?

Improve branding and advertising – give it your best shot! Create something spectacular and unique – create an app-solutely stunning app. It's a great opportunity to advertise your brand at a relatively low cost.

Capitalize on sunk cost – repurpose existing media assets to create another, growing avenue of engagement.

Competition – with more than 200,000 applications on the App Store, it is highly likely that your competitors do have an app for their products or services. If that is the case – you have to have one as well to keep up with the competition.

Additional form of contact, interaction and show-off – the more opportunities you have to interact with your clients and show-off your brand, the better. An app can be one of those things which helps you to provide an additional, engaging point of contact.

WHY PROGRESS PRINTING PLUS?

Our long-term relationships with catalogers and publishers makes us vested in the collective success of those industries. Working amongst many verticals, we are well-positioned to spot trends and increase our capabilities in response to those trends. That's where the PLUS in Progress Printing Plus was born. Our digital flip book and app capabilities were developed to fulfill emerging needs for our clients.

Where do we start?

Our app takes content from a publication or catalog and adds a multitude of media assets from music, to video, to 360 rotation, to sliders, to "Buy Now" features, and to a multitude of other creative devices.

However, the first rule of Enhanced Digital Publishing is to design the digital edition first and create the printed piece from there. For example, if you want your app cover image to be a ship moving down river when the user opens the piece, you'll need to use some existing video from your website for the app and grab a frame from that video for your catalog cover. It is definitely a different way to look at the creative process, especially when designing a catalog or magazine, but leverages all sunk media costs much more effectively.

HOW DO WE GET STARTED?

App development is a consultative process. PPP is here to help you every step of the way to ensure you have the direction and support needed to develop an amazing app.

First, we need to determine the kind of app that best fits your needs—Single issue, multi-issue or newsstand. Then, the technical side—how do you want the app delivered—native, web-based or hybrid.

Once that is determined, you'll need to provide the media assets with a script of the enhancements. Progress Printing Plus can provide video, photography and support in developing some or all of the media and scripting as well.

Then programming commences and we move onto Folio approval, App approval and Final approval.

over

HOW DO WE KNOW IF THE APP IS ENGAGING?

Once the app is launched, the analytics begin. As soon as an application is accessed by a reader, the analytics function will begin collecting data immediately through the Content Viewer—without manual tagging of content.

Base analytics are:

- **Applications:** Reports in this category contain quantitative information about the digital publication, such as the number of times the application was installed or launched. Use these metrics to identify the number of times the application has been installed and used at least once, which underscores actual use.
- **Installs:** Measures the number of applications initialized after successful installation.
- **Launches:** Measures the total number of times each application is initialized. Compares Installs to Launches to determine actual use after the initial download.
- **Folios:** Reports in this category display information about visitor activity at the folio level of digital content, including:
 - **All Downloads:** Identifies total Folio Downloads, Download Errors, and Canceled Downloads for each folio title (such as, Adobe Magazine—November 2011), over a given date range.
 - **Individual Downloads:** Measures Folio Downloads, Download Errors, and Canceled Downloads per day for a single specific folio title, and charts trends over a given date range.
 - **All Purchases:** Reveals Purchase Starts and completed purchases for each folio title over a given date range.
 - **Individual Purchases:** Identifies Purchase Starts and Completed Purchases per day for a single specific folio title, and charts trends over a given date range.
 - **Articles:** Reports in this category provide insight into the consumption of individual pieces of content within the digital publication. They allow users to view article names and analyze performance by applying conversion metrics.
 - **Content:** Identifies the number of times each article is viewed in a single specific folio, reporting by article title for a specific date range.
 - **Ads:** Measures the number of times each advertisement is viewed in a single specific folio, reporting by advertisement title for a specific date range.
 - **Videos:** Records the number of times each video is played in a single specific folio, reporting by video title for a specific date range.
 - **All Overlays:** Reveals the number of times each overlay type (video, audio, slideshows, hyperlinks, 360-degree animations, and so on) is viewed across all folios, and charts trends over a given date range. The All Overlays report reveals the number of times each overlay type is viewed across all folios.
 - **Individual Overlays:** Reveals the number of times each overlay type (video, audio, slideshows, hyperlinks, 360-degree animations, and so on) is viewed across for a single specific folio for a specific date range. Publishers can use these reports to understand how users are browsing, viewing, and interacting with specific content assets within a publication. The pre-configured reports give publishers a base level of insight into how people are interacting with their publication. A business publisher with a merchandising application, for example, can gain insights into which content formats or combination of assets influence a consumer to interact with featured products in the publication and consequently increase a consumer's likelihood to purchase. For traditional media publishers, these metrics provide valuable insights into which types of editorial content are the most engaging or, for the sales team, which advertisements are most effective.

NOW WHAT?

Please contact your Progress Printing Plus representative to discuss how you would like an app to increase engagement and enhance your relationship with your customer. We are vested in your success and look forward to the opportunity to be of service.



We at **Progress Printing Plus** know education is much more than classrooms and technology; it's about experiences and relationships. Your connection with your readers, alumni and friends is similar to our connection with you—we seek to serve your needs while building knowledgeable partnerships for life.

We invite you to **Experience Print.**

We have become recognized as experts in printing higher education projects of various size and scope. Years of experience and tangible results continue to put our team at the forefront for many print buyers.

We **Promise To** assist you in creating a visually stimulating project, capturing attention and initiating reader response and provide consultation. To make your projects more efficient and effective we will focus on:

- Efficient page sizes
- Optimal page counts
- Paper choices and finishes
- Number of copies
- Use our process model and capabilities to help you save time and ultimately money
- Allow our capabilities to encourage you to think outside the box and create a true print experience

We **Will** use our expertise and technology to determine a unique but efficient page size – maximizing appeal and functionality of the project. Our consultation will provide:

- Proof on different substrates
- Coating options: soft touch, dull, or gloss aqueous and dull or gloss UV
- Digital editions and assist and guide implementation of augmented reality
- Provide PDF workflow, online soft proofing, and 24/7 tech support

We **PROVIDE PRE-PRINTING Postage Estimates.** Using your mail list and the specs of your expected mail piece, Progress Printing Plus will provide an accurate postage estimate for postage and mail freight, showing saturation discounts on mail drop shipping to NDC and/or SCF postal facilities.

** Postage rates are based on current list examined, postal routes, and postal rates. Postage does not include any USPS postal increases after estimate is given, or if specification changes (paper or page count) and/or changes are made to the mailing list.*

- Management and data processing, including National Change of Address, USPS presorts, destination discounts, and merge/purge
- CASE customers will be offered added benefits and discounts

"Your Education Publication Experts"

In the last year, we have had 20% growth in education clients in 17 states.

Our Focus:

- Catalogs
- Alumnae magazines
- Viewbooks
- Calendars
- Search pieces
- Newsletters
- Travel brochures



Wayne Claybrook
wclaybrook@progressprintplus.com
434-258-8541

Education Specialists **Wayne Claybrook** and **Calvin Hicks**. They service numerous colleges and universities throughout the country. Call them today for seasoned experience and expertise.

See reverse side for list of education clients



Calvin Hicks
chicks@progressprintplus.com
919-818-5211



Education Clients Served by Progress Printing Plus

Anderson University
Auburn University
Athens State College
Averett University
Birmingham Southern College
Bloomsburg State University
Brenau University
Bridgewater College
Bryan College
Bucknell University
Campbell University
Chowan University
Christopher Newport University
Concord University
Concordia University
Dickinson College
Duke University
Eastern Mennonite University
East Stroudsburg University
East Tennessee State University
Ferrum College
Florida Southern College
Fordham University
Gardner-Webb University
George Mason University
Greensboro College
High Point University
Hollins University
James Madison University
Lamar University
Liberty University
Longwood University
Louisiana State University
Loyola University (New Orleans)
Mary Baldwin University
Meredith College
Methodist University
N.C. State University
North Carolina A&T University
Northeastern University
Paul Smith's College
Piedmont College
Pennsylvania College of Technology
Randolph College
Salem College
Shawnee State University
Shippensburg State University
Southern Wesleyan University
State University of New York - Plattsburgh
Sweet Briar College
Tulane University
University of Alabama
University of Arkansas
University of Colorado
University of Evansville
University of Florida
University of Louisiana - Lafayette
University of Lynchburg
University of Maryland - Baltimore County
University of Montevallo
University of Mount Olive
University of Mount Union
University of North Carolina
University of North Carolina - Greensboro
University of North Georgia
University of Scranton
University of Virginia
Valdosta State University
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech
William Peace University
Wingate University



questions. answers.

At Progress Printing Plus, it's all about "relationships." Our team is committed to operate with integrity and precision every day because we value our client relationships. We strive to be our very best—accessible, responsive, accountable, helpful—and work diligently to continually improve our products and services for our valued clients and friends.

Q. Who is Progress Printing Plus?

A. Progress Printing Plus is one of the nation's finest privately held printing companies, proudly serving nearly 700 customers across the country. Our 150 print professionals operate our five-acre, technology-driven plant, in historic Lynchburg, Virginia. The Progress team takes pride in operating with honor and integrity in every interaction with our customers, colleagues, and partners in the industry.

Q. What type of printing do you do?

A. Progress Printing Plus is a full-service catalog and publication printer. Our strength is turnkey short to medium-run catalogs and premier publications, along with booklets, brochures, inserts, and mailers. We also offer custom publishing through web-to-print solutions.

Q. What makes Progress Printing Plus different than other large commercial printers?

A. We offer more than just high-quality printed catalogs and publications. We offer additional services to improve your bottom line. After an in-depth analysis of your needs, we work to devise smart solutions that deliver measurable results. Our solutions fuse strategy and technology to enhance your finished product. More importantly, at Progress we provide a responsive support staff, a commitment to automation and advancing technology, plus a friendly, experienced team of professionals to serve you.

Q. What other services do you offer?

A. We truly offer the "plus" of print by offering custom a la carté printing services and complete consultative solutions at Progress. We provide mailing palletization, polybagging, presort analysis, key/source coding, transportation management, fulfillment, and thorough printing and mailing consultation by an on-site U.S. Postal Service Mail Design Professional (MDP).

Q. Does my job fit?

A. Our "sweet spot" capabilities include, but are not limited to: Medium-run and short-run catalogs and specialty publications that mail or ship. We have capabilities that far exceed many of our competitors, so we encourage you to contact a sales representative to discuss your project.

Q. How can I proof my job?

A. You are always welcome to visit our plant and proof your job on press. We utilize a Kodak InSite Prepress Portal. With our system, we receive customer files directly into the Prinergy Workflow system. This tool is powerful, user-friendly, and collaborative while providing secure Web access to our customers, prepress operators, and service reps. Our customers find great value in the ability to submit jobs remotely, track job progress, communicate with prepress professionals, review proofs, and submit approvals—without leaving the office.

Q. How does printing smarter yield significant savings?

A. Our consultants offer numerous ways for you to lower your printing costs without jeopardizing quality in your finished product. Evaluating your paper source, stock weight, time of year, trimming, postage, and product size can save you considerable dollars.

Q. Are you a green printer?

A. Progress Printing Plus is a dual certified organization with certificates from FSC® (Forest Stewardship Council®) and SFI® (Sustainable Forestry Initiative®). We're always pursuing creative ways to preserve, protect, reuse and recycle. More than 98% of our waste stream is recycled. We print 98% VOC free (volatile organic compounds), recycle used ink, recover solvents, and emit clean air. We embrace our environmental responsibility and the sustainability of natural resources.



PROGRESS PRINTING MAIL PROOF

1:30 PM 8/26/2021

Ink jetting parameters allow us to inkjet up to 45 characters in length.
Mail files containing more than 45 characters per field may be truncated.

JMU 12009 Local D2.txt

- Intelligent Mail barcode
- Opt. Endorsement Line
- IDS
- Full Name
- Name 2
- Alternate 2 Address
- Alternate 1 Address
- Delivery Address
- City St ZIP+4
- Vis Vis
- Sack and Pa
- Sequence Number

ADTTAFTTFAFFATDFAATDDTFFFFFAFAFTFDDTFAFATFTFTAFDTDADDATTADFFFFTFAAF
*****ECRLOT**R008
0001062075|0001186425
MRS. ANGELA C. SADLER
MR. JEFFREY B. SADLER
573 CLORE RD
MADISON VA 22727-2862

S1 P1
1



Company Profile

Progress Printing Plus
2677 Waterlick Road
Lynchburg VA 24502
800-572-7804
434-239-9213
www.progressprintingplus.com

Industry: Commercial & digital printing
SIC: ??
NAICS: ??
Year established: 1962
Sales: \$40M
Employees: 180

Progress Printing Plus is a second-generation privately held company. Progress Printing Plus became an ESOP company in 2006, with employees owning 37% of the company.

Dun & Bradstreet: [REDACTED] RATING: 4A1

Contacts

Mike Thornton – President
Gerald Bowles – Director of Business Development
Laurie Tibbs - Director of Client Support
Stan Smith – Vice President of Manufacturing
Betsy Farrar – Director of Human Resources
Nita Gaddy - Accounting Coordinator
Tom Thornton – Director of Information Services
David Williams – Systems Administrator Specialist
Lola Scruggs – Director of Mailing Services
Philip Pryor – Director of Purchasing

Progress Printing Plus is committed to investing in cutting-edge technology and training so that we continuously offer our customers the highest quality products and the most responsive team of professionals. We offer experience, technology, value, quality, and support.

Progress Printing Plus has proudly served our customers for five decades—offering more than just print.

- Strategic Print Consulting
- Augmented Reality
- Integrated Workflow Planning
- Expert Mail Management
- Environmental Stewardship
- Prepress Sophistication
- Web Press Quality
- Sheetfed Versatility
- Digital Publishing
- Polished Finishing
- Dependable Delivery and Distribution
- Co-mailing Capabilities



August 18, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DMS-1123**
Dated: August 9, 2021
Commodity: *Madison*, the JMU Magazine
RFP Closing On: September 9, 2021 at 2:00 p.m.

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

1. Question: "Gatefold" inserts between 16 or 32p sigs?
Answer: 16
2. Question: How is the university handling the unpredictable shipping and paper markets in terms of surcharges and paper increases?
Answer: Case by case
3. Question: Have you considered co-mailing?
Answer: Yes
4. Question: When would contract start?
Answer: Winter 2022 issue (December 2021)
5. Question: Are eight (8) copies necessary?
Answer: Hardcopy proposal submission is required.
6. Question: Is the university willing to trim the overall size to 8.375" x 10.875"?
Answer: The university is not interested or willing to trim the overall size.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Simmers". The signature is fluid and cursive, with the first name "Dana" being more prominent and the last name "Simmers" following in a similar style.

Dana Simmers
Buyer Senior
Phone: 540-568-5113



August 30, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DMS-1123**
Dated: August 9, 2021
Commodity: *Madison*, the JMU Magazine
RFP Closing On: September 9, 2021 at 2:00 p.m.

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

1. Question: Under the paper spec's, for the cover coating it specified aqueous AND dull UV. Are you asking that we include the cost for both coatings? Is it a flood coating for 1 and spot for the other? Or would the cover have either/or? And these coatings would be on Covers 1 and 4 only – not the inside covers 2 & 3, correct?

Answer: Either or and Covers 1 and 4 only.

2. Question: When would files be sent in December for the January issue 2022? And what is the in-home date requested?

Answer: These specifics details will be established after the contract is awarded. General dates for the estimate are acceptable.

3. Question: It is possible to get a sample mail file to provide a mailing analysis along with the proposal?

Answer: Same as above, mail files will be shared after the contract award.

4. Question: Are there multiple versions of the magazine that will be printed (i.e./require plate changes on press) or only 1 version?

Answer: Printing multiple versions is something we do regularly and will need the estimate to reflect this possibility.

Signify receipt of this addendum by initialing "*Addendum #2* _____" on the signature page of your proposal.

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

Sincerely,

A handwritten signature in black ink that reads "Dana Simmers". The signature is written in a cursive style with a large, looped initial "D".

Dana Simmers

Buyer Senior

Phone: 540-568-5113



Request for Proposal

RFP # DMS-1123

Madison, the JMU Magazine

August 9, 2021



REQUEST FOR PROPOSAL
RFP # DMS-1123

Issue Date: August 9, 2021
Title: *Madison*, the JMU Magazine
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 September 9, 2021 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: Dana Simmers, Buyer Senior, Procurement Services, simmerdm@jmu.edu; 540-568-5113; (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 # DMS-1123

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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 the printing and distribution of *Madison*, the Magazine of 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.

Madison is the magazine of James Madison University. The magazine's purpose is to deliver stories that advance the JMU brand, promote the Madison Experience and support the strategic communications and marketing goals of the university.

The readers (audiences) include JMU alumni, prospective students and their parents, donors, friends, local community, current students, and JMU faculty and staff.

The magazine has also included special insertions like cover wraps, specialty return envelopes, gatefolds, posters, and more through a variety of insertion methods. It has also been polybagged to include additional printed materials.

As a responsible steward of the environment, *Madison* is FSC certified.

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 experienced, full-service web press printer to provide the highest-quality, reliable printing, mailing, and distribution services. The printer shall work closely with *Madison* during estimating, prepress, printing, binding, mailing, delivery, billing, after-market issues, problems, and new technology support and service. Printer shall provide customer service representatives and production-technical contacts for the length of the contract. In addition, printer shall provide a current list of tools, settings, and presets that can be accessed to configure applications and best practice methods for creating press ready PDFs. Printer shall work to provide services to maintain current practices and quality as well as to recommend, accommodate, and transition for new needs and opportunities as they arise. Printer shall provide reliable estimating of needs within a reasonable timeframe to address special inserts and publishing needs. *Madison* will segment its mailing distribution to reach the variety of audiences listed in the Background above at a variety of times throughout the year. Additional print segments are possible based on audience affiliation, engagement level and geographic area.

The following specifications describe the printing of *Madison*, the magazine of James Madison University.

The specifications listed below are to be used as a representation for solicitation purposes only. Specific number of issues per year will be determined annually and page quantities, etc. will be given prior to order placement and may fall below or exceed stated thresholds.

QUANTITY:	Estimated 100,000 to 150,000 print publication quantity. Exact quantity could be higher or lower and will be determined prior to each issue. No overruns or underruns will be accepted.
PAGES:	64 pages (can increase or decrease)
FREQUENCY:	3 issues annually, with the possibility for special editions
SCHEDULE:	High-resolution PDF page files will be furnished electronically. Layout files will be produced with the latest Adobe InDesign and press ready PDF page files will be exported and supplied. Vendor shall provide two (2) flat contract-color proofs within 24 hours from receiving files. Vendor shall provide detailed specifications regarding supplied press ready PDF files, a recommended process for pre-flighting files, and a qualified production technician/customer service representative for troubleshooting.
PRODUCTION SCHEDULE:	Magazine publishing dates are September (Fall), December (Winter), and May (Spring/Summer) and align with campus events – making prompt campus delivery critical. JMU will provide a tentative yearly printing schedule. Contractor shall provide a 10-day to 2-week turnaround time from JMU providing final files until the printed, bound, and mail-processed magazine is delivered through a combination of drop ship, local USPS delivery and JMU delivery.
BINDERY:	Perfect bound
SIZE:	Individual page size is 8.5” x 10.5”
PAPER:	Cover: 100lb matte text, #2 grade, FSC certified. Text: 50lb matte text, #3 grade, FSC certified. Cover aqueous and dull UV coating options required. 4-color process throughout and allow for bleeds.
INKS:	Printer shall use heatset/offset inks and demonstrate a commitment to sustainably sourced and manufactured inks and the use of environmentally sensitive products and best practices regarding use and reuse of ink.
READERSHIP DEMOGRAPHICS:	Our readership is distributed throughout the United States, with roughly half located in Virginia and the Mid-Atlantic region. Prospective student audiences are predominantly in Virginia, the Mid-Atlantic, and Northeast states.
DISTRIBUTION:	Combination mailing/drop ship. Contractor shall sort the NCOA-washed, Excel mailing lists provided by JMU and prepare the magazine

	for nonprofit mail, complying with all USPS regulations and taking advantage of all USPS discounts. Contractor shall deliver the magazines to the most convenient USPS drop ship location, co-mailer facility, possibly deliver to the Harrisonburg, VA USPS, as negotiated with JMU, and deliver additional copies to JMU.
MAILS:	Nonprofit Organization, entry Harrisonburg, VA, as negotiated with JMU. JMU provides NCOA-washed mailing lists in Excel spreadsheets to the print contractor. The printer shall sort mail files, provide post analysis, prepare the magazine for mail (meeting all USPS regulations and taking advantages of all USPS discounts), and delivers the magazine for mail distribution and to JMU. JMU typically mails around 85% and ships roughly 15% back.
OTHER:	Magazines must be printed on FSC certified paper, and by an FSC printer.
DELIVERY:	<p>Magazines delivered to JMU's campus should be delivered to the JMU Mail Processing Center, 1070A Virginia Ave., Suite A, Harrisonburg, VA 22802. Directions available by calling JMU Mail Services at 540-568-1705. There is NO LOADING DOCK FOR DELIVERY, a lift gate and pallet jack are required.</p> <p>Contractor shall provide accurate per carton count clearly indicated on each box as well as accurate labeling of each carton's contents, including different editions for specific audience segments.</p> <p>Contractor's proposed cost should include all shipping and mailing costs.</p>

1. OFFEROR SHALL PROVIDE THE FOLLOWING AS PART OF THE PROPOSAL:

- a) Specifics on current printing techniques, capabilities, products, quality, and quality control.
- b) Describe in-house prepress, color correction and production capabilities and process.
- c) Provide details of process and pricing structure for corrections and additional proofs (*Include costs on Section X – Pricing Schedule*).
- d) Describe how best prices are acquired and made available to clients for paper and ink. Describe practices for keeping sufficient paper stock on hand and managing price fluctuation. What steps will be taken to ensure adequate paper supply at printing time?
- e) Describe best practices for ink manufacture, reclamation, reuse, and recycling.
- f) Describe capacity to provide the printing and bindery of inserts to include: blow-ins, envelopes, gatefolds, posters, subscription cards, polybagging, and magnastripping.
- g) Describe current mailing prep capability and process.

- h) Describe data requirements for mailing segmentations.
- i) Describe analysis and implementation of mailing and drop ship distribution of *Madison*.
- j) Describe international distribution capability.
- k) Describe process for delivery to JMU's campus.
- l) Describe procedure and timeframe for responding to a request for an estimate.
- m) Describe business philosophy and process for identifying, adopting, and making available to clients any new and improved printing and electronic publishing technologies to ensure that clients are on the leading edge in a fast-changing publishing marketplace.
- n) Specify if work performed under this contract would be performed in-house or subcontracted. If the later, specify what work will be subcontracted and why.

2. SUBMITTAL OF SAMPLES:

- a) At least three (3) different magazines from the past year similar in quality and scope to that of *Madison*. Samples submitted will not be returned.
- b) Cover stock samples.
- c) Text stock samples.
- d) Sample invoice with itemization.
- e) Mailing label samples that show parameters and requirements.

3. OFFEROR SHALL PROVIDE:

- a) Three (3) clients comparable in size to James Madison University indicating the name of the client, length of service to the client, a contact name, and telephone number. JMU can contact accounts.
- b) Pricing for the scenario – See Section X. PRICING SCHEDULE – Page 22

4. OFFEROR SHALL GIVE A SUMMARY OF THEIR FIRM, ITS SIZE, NUMBER OF EMPLOYEES AN EXPERIENCE, INCLUDING:

- a) A brief history, emphasizing its general experience in providing this service.
- b) The expertise of its staff and a description of its training and development program which will assure that all assigned to perform under any resultant contract shall be capable and qualified in the work assigned to them.
- c) Representative(s) name(s) which will be assigned to James Madison University's account with their background an expertise. Specify what role they will have in servicing JMU.

5. THE OFFEROR MAY PROVIDE ANY OTHER INFORMATION THAT JAMES MADISON UNIVERSITY SHOULD CONSIDER IN EVALUATING THE OFFEROR'S PROPOSAL.

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 seven (7) 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: www.VASCUPP.org.
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

- B. AWARD: 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 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.

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) 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, 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.
 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. 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; 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. 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.
- R. 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.

- S. 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.

- T. PRINTING PICK-UPS/DELIVERIES: Contractor shall be responsible for all pick-ups and deliveries of all materials.
- U. 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.
- V. 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.
- W. 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.
- X. 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.
- 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.
- Z. SUBCONTRACTORS: 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.
- AA. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

- BB. 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.

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

DELIVERY CHARGES SHALL BE INCLUDED IN UNIT PRICING. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

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>.

Description	Quantity	Base Total	Add'l 1,000's	Less 1,000's
64 pages plus cover	100,000			
Upcharge for adding 8 pages	100,000			
Upcharge for adding 16 pages	100,000			
Upcharge for adding 32 pages	100,000			
Upcharge for author's alteration	\$ /hour			
Upcharge for layout alteration	\$ /hour			

EVALUATION SCENARIO ONLY – NOT ACTUAL PUBLICATION:

Provide a total price for the following scenario to be used in the evaluation of this solicitation – This is an example only. THE SCENARIO IS PROVIDED FOR INFORMATION PURPOSES ONLY.

Main: *Madison* sample issue
Trim Size: 8.5” x 10.5”
Binding: Perfect Bound
Body: 64 pp on 50# Matte text
Quantity: 100,000
4/4 with bleeds

Cover: 4 pp on 100# Matte cover
Quantity: 100,000
4/4 with bleeds and scored

Gatefold: 4 pp on 80# Matte text
Flat Size: 15.875” x 10.5” (includes a 0.375” grind off and vertical perf along gutter side)
Folded Trim Size: 7.75” x 10.5”
Binding: Single vertical perforation
Quantity: 100,000
4/4 with bleeds

TOTAL COST OF THE ABOVE SCENARIO *(To be used for formula to determine point value of the cost portion).*

\$ _____

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 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.

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: _____

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

_____ Firm

_____ Address

_____ 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

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



August 18, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DMS-1123**
Dated: August 9, 2021
Commodity: *Madison*, the JMU Magazine
RFP Closing On: September 9, 2021 at 2:00 p.m.

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

1. Question: "Gatefold" inserts between 16 or 32p sigs?
Answer: 16
2. Question: How is the university handling the unpredictable shipping and paper markets in terms of surcharges and paper increases?
Answer: Case by case
3. Question: Have you considered co-mailing?
Answer: Yes
4. Question: When would contract start?
Answer: Winter 2022 issue (December 2021)
5. Question: Are eight (8) copies necessary?
Answer: Hardcopy proposal submission is required.
6. Question: Is the university willing to trim the overall size to 8.375" x 10.875"?
Answer: The university is not interested or willing to trim the overall size.

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

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

Sincerely,

A handwritten signature in black ink that reads "Dana Simmers". The signature is written in a cursive style with a large, stylized initial "D".

Dana Simmers

Buyer Senior

Phone: 540-568-5113



August 30, 2021

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# DMS-1123**
Dated: August 9, 2021
Commodity: *Madison*, the JMU Magazine
RFP Closing On: September 9, 2021 at 2:00 p.m.

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

1. Question: Under the paper spec's, for the cover coating it specified aqueous AND dull UV. Are you asking that we include the cost for both coatings? Is it a flood coating for 1 and spot for the other? Or would the cover have either/or? And these coatings would be on Covers 1 and 4 only – not the inside covers 2 & 3, correct?

Answer: Either or and Covers 1 and 4 only.

2. Question: When would files be sent in December for the January issue 2022? And what is the in-home date requested?

Answer: These specifics details will be established after the contract is awarded. General dates for the estimate are acceptable.

3. Question: It is possible to get a sample mail file to provide a mailing analysis along with the proposal?

Answer: Same as above, mail files will be shared after the contract award.

4. Question: Are there multiple versions of the magazine that will be printed (i.e./require plate changes on press) or only 1 version?

Answer: Printing multiple versions is something we do regularly and will need the estimate to reflect this possibility.

Signify receipt of this addendum by initialing “*Addendum #2* _____” on the signature page of your proposal.

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

Sincerely,

A handwritten signature in black ink that reads "Dana Simmers". The signature is written in a cursive style with a large, looped initial "D".

Dana Simmers

Buyer Senior

Phone: 540-568-5113