



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR BIDS**

**PRINTING THE MAINE LAW REVIEW AND  
THE OCEAN AND COASTAL LAW JOURNAL**  
University of Maine School of Law

**RFB # 06-09**

ISSUE DATE:  
October 31, 2008

BIDS MUST BE RECEIVED BY:  
November 20, 2008, 2:00 pm

DELIVER BIDS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine School of Law is seeking bids for printing services as described below.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope of work: The Maine Law Review is published twice annually by the students of the Law School. The Law Review contains notes and comments written by students on current legal problems as well as articles by judges, teachers, and practitioners. The Ocean and Coastal Law Journal (OCLJ) is dedicated to facilitating discourse on legal issues related to domestic and international use of the sea and seashores. It is published by second and third year students at the University of Maine School of Law in two volumes per year. These volumes include articles by practitioners and scholars, as well as comments and case notes written by students addressing issues of marine resource regulation, coastal zone management, marine environmental protection, and other topics of importance in the field of ocean and coastal law. In addition, OCLJ publishes a brief synopsis of major recent developments in the field, which is produced by editors on the OCLJ staff.
- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to option year mark-ups and references.
- 1.5 Award: It is the intent of the University to award this bid all to one bidder. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401  
(207) 973-3302

- 1.8 Submission: A **SIGNED** original and three (3) copies of the bid must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope no later than **2:00 P.M. local time, Thursday, November 20, 2008**, for a public opening. The bid must be date/time stamped by the Office of Strategic Procurement in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

- 1.9 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From	_____	_____	_____	RFB #06-09
	Name	Due Date	Time	Bid No.

- 1.10 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.11 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.12 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.13 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.14 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.
- 1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be

considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFB #06-09

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The Contract term shall be for a period of one (1) year commencing upon December 1, 2008. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.4 **Quantities:** The quantities shown on the bid form are approximate only. The contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.8 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.9 **Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.10 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

- 2.11 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.12 Payments: Payment will be upon submittal of an invoice to Accounts Payable, The University of Southern Maine, 37 College Avenue, Gorham, 04038 by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

Postage and Freight verification: Invoices submitted for payment will have proper documentation of all freight, Federal Express, UPS, etc., and postage charges billed. Failure to properly document will delay payment of an invoice.

- 2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.14 Printer's errors of imposition, omission, sequence, or improper collation will result in printer reprinting, shipping and reshipping volume at **no charge** to the University.
- 2.15 Bid Prices: The bid shall be in the form of a firm price for each line item during the first year of the contract period. The bid price shall include charges such as installation, shipping, insurance, and all other costs. Charges not specified in the bid will not be honored. Bidders must identify maximum mark-up, if any, for each of the contract's option years.
- 2.16 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within five (5) business days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving thirty (30) days, advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 **Contract Administration:** The University Of Maine School Of Law, Office of Administration or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.2 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

### 3.3 Specifications:

- |  |   |                                      |
|--|---|--------------------------------------|
| ○ Name of publications:  | <u>Maine Law Review</u>   | <u>Ocean and Coastal Law Journal</u> |
| ○ Number of issues per year:<br>Published  | 2<br>January and May<br>Usually print within 2 weeks to 1 month of each other | 2<br>January and May                 |
| ○ Average number of pages<br>per issue (including cover):  | 300   | 200                                  |
| ○ Quantity per issue:  | 800   | 500                                  |
| ○ Page dimensions:   | 6 ¾" x 10"  | 6 ¾" x 10"                           |
| ○ Image area, including<br>running heads:  | 26 picas x 49 picas   | 26 picas x 49 picas                  |
| ○ Ink:   |   |                                      |
| ▪ Cover:   | Three page cover<br>2/1   | Three page cover<br>2/1              |
| ▪ Text:  | 1/1   | 1/1                                  |
| ▪ Bleeds:  | None  | Bleed Cover front and back           |
| ○ Paper: 50 lb. vellum finish book, publishers' grade, acid free (no substitutes)  |   |                                      |
| ○ Cover: 80 lb. Passport – pumice (no substitutes)   |   |                                      |
| ○ Binding: Perfect bound with drawn on covers  |   |                                      |
| ○ Proof: Blue line   |   |                                      |
| ○ Prelim: Furnished to vendor electronically via email or online internet server as a MS Word document   |   |                                      |
| ○ Schedule: Ten (10) working days from receipt of electronic copy to blue line approval using Adobe Professional. Final printing and shipping to be completed within one (1) |   |                                      |

week after approval.

- Shipping: Shipping in poly envelopes, application of labels, and delivery to shipper. University provides mailing list on disk; vendor shrink wraps, inserts in poly envelopes, labels and delivers to shipper. Publications shipped to the University shall be boxed; no more than 20 to 25 per box. The University will provide a Federal Express account number for shipping.



## SECTION FOUR

### 4.0 SUBMISSION REQUIREMENTS:

Bidders shall ensure that all information required herein is submitted with the bid. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Bid Prices: The bid shall be in the form of a firm price for each line item during the first year of the contract period. The bid price shall include charges such as installation, shipping, insurance, and all other costs. Charges not specified in the bid will not be honored.

4.2 Printing and Binding:

4.2.1 First 800 copies (Maine Law Review): \$\_\_\_\_\_ per page

4.2.2 First 500 copies (OCLJ): \$\_\_\_\_\_ per page

4.2.3 Additional 100's at \$\_\_\_\_\_ per page per 100 copies

4.3 Author's perfect bound reprints ordered at time of original printing:

4.3.1 0-25 copies \$\_\_\_\_\_ per page (including cover)

4.3.2 Additional 100's \$\_\_\_\_\_ per page (including cover)

4.4 Shipping: Shrink wrap, insert in poly envelope, label and deliver to shipper. Do not include shipping charges, the University will provide its Federal Express account number to the Contractor for shipping:

\$\_\_\_\_\_ per 100, inclusive of material.

\$\_\_\_\_\_ per 100, University supplied poly envelopes.

4.5 Other requirements:

4.5.1 Additional work by the printer such as artwork, bar graphs, pie charts, math equation, 6 pt. listing, etc., which are unusual to normal production, will be made known to the publisher in advance of production and resulting cost thereof. Hourly rates for this type of work will be:

\$\_\_\_\_\_ per hour.

4.5.2 The bid shall be in the form of a firm price for each line item during the first year of the contract period. Bidders must identify maximum mark-up, if any, for each of the contract's option years. The percentage provided, if any, shall be the maximum percent mark-up over the prior year's pricing.

Option year two \_\_\_\_\_%

Option year three \_\_\_\_\_%

Option year four \_\_\_\_\_%

Option year five \_\_\_\_\_%

4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 2.12)

4.7 References: A list of three references is required to be submitted with your bid. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)