



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

<b>REQUEST FOR BIDS</b>
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**PRINTING SERVICES FOR STUDENT  
PUBLISHED WEEKLY NEWSPAPER  
University of Southern Maine**

**RFB # 01-10**

ISSUE DATE:  
July 30, 2009

BIDS MUST BE RECEIVED BY:  
August 11, 2009, 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 Southern Maine (USM) 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 University is seeking bids for printing and delivery, to USM's Portland campus, of its Free Press student-published weekly newspaper.
- 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 price (the University desires a fixed rate for the initial term of the contract), quality of printing (samples), ability to meet the twelve hour turn-around time, delivery, 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  
[hcwells@maine.edu](mailto:hcwells@maine.edu)

- 1.8 Submission: A **SIGNED** original and four (4) 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, Tuesday, August 11, 2009**, 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 \_\_\_\_\_  
                     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.

## 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 contract award. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.4 **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 fifteen (15) 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. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.5 **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.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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 Christopher O'Connor, Assistant Dean of Student Life for Student Involvement & Activities (207) 780-4942 or his designated alternate.
- 2.9 **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.
- 2.10 **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.

- 2.11 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.
- 2.12 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.
- 2.13 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advance notice. Further information regarding this policy is available from University of Maine at Southern Maine, Kathleen Roberts, Executive Director, Office of Diversity and Equity, 732 Law Bldg., Portland, Maine 04401, (207) 780-5094, TTY: 866-783-6461

- 2.14 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.15 Smoking Policy: The University of Maine System must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, §1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.16 Payments: Payment will be upon submittal of an invoice to the University of Southern Maine Student Government Association Business Office, 134 Woodbury Campus Center, PO Box 9300, Portland, ME 04104-9300 by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number.
- 2.16 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.
- 2.17 Transportation Charges: Quotations must be F.O.B. Destination. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Contract Administration: Christopher O'Connor, Assistant Dean of Student Life for Student Involvement & Activities (207) 780-4942 or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.

3.2 The Free Press is a student-published, weekly newspaper for the USM community.

- 24 total issues over the course of the year
  - 11 in the Fall semester, September – December  
Dates for 2009 – 2010  
  
Sept. 7th, 14th, 21st & 28th, 2009  
Oct. 5th, & 26th  
Nov. 2nd, 9th, 16th & 30th  
Dec. 7th
  - 11 in the Spring semester, January – May  
Dates for 2009 – 2010  
  
Jan, 25th 2010  
Feb. 1st & 8th  
March 1st, 8th & 15th  
April 5th, 12th, 19th & 26th  
May 3rd Final Issue
  - 1 special issue, date TBD
  - 1 Summer issue, date TBD but before first orientation.
- Number of pages: Minimum – 16 with options for 20 and 24.
- 8 color pages in each issue
- Format style: tabloid
- Newsprint web width: flexible (minimum 32")
- 3,000 copies of each issue
- Printed and delivered to USM's Portland campus within ~12 hours of PDF submission from Free Press (final PDF submitted on Sundays with delivery on Monday morning, before 12 noon).
- First print run scheduled for delivery Tuesday, September 8, 2009 due to the Labor Day holiday
- Delivery Address: 92 Bedford Street, Portland, ME 04104
- Contact: Lucille Siegler, [lsiegler@usm.maine.edu](mailto:lsiegler@usm.maine.edu), (207) 780-4084

## 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 Business Profile:

4.1.1 **NO financial statements are required to be submitted with your bid**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.1.2 **Please submit with your bid** a detailed history and description of your company and any published reports about your company.

4.2 Pricing: Pricing for the initial one-year term of the contract **shall be fixed**. Bidders are to provide pricing for 16, 20 and 24 page issues, delivered to the University of Southern Maine campus in Portland. Pricing for subsequent years may be negotiated, however the University shall not be obligated to accept the pricing offered nor to extend the contract beyond its first year.

4.2.1 16 page issue (3,000): \$\_\_\_\_\_.

4.2.2 20 page issue (3,000): \$\_\_\_\_\_.

4.2.3 24 page issue (3,000): \$\_\_\_\_\_.

4.2.4 Payment Discount Terms: \_\_\_\_\_.

4.3 Samples: Provide at least three (3) samples of newspapers, printed by your firm, with the bid.

4.4 Client References: Three references are required with your submission. These references should include the names, addresses and contact information of recent clients with requirements for similar work completed by your firm.



SIGNATURE PAGE

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

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

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

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

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

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

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

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