



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

**REQUEST FOR BIDS**

**SPRING AND SUMMER 2010  
UMAINE TODAY MAGAZINE  
University of Maine**

**RFB # 11-10**

ISSUE DATE:  
November 24, 2009

BIDS MUST BE RECEIVED BY:  
December 10, 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 Maine is seeking bids for printing and mailing of the spring and summer 2010 issues of UMaine Today magazine.
- 1.2 The University of Maine will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to samples, digital prepress costs, cost for on-site press checks, delivery and references.
- 1.4 Award: It is the intent of the University to award this bid to the lowest responsible and responsive 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.
- 1.5 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.
- 1.6 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

- 1.7 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, December 10, 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.

- 1.8 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.

- 1.9 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.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.11 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.
- 1.12 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.13 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.
- 1.14 Samples: One magazine sample is required with bid responses. Two would be better, if possible. All samples should represent recent work performed by the bidder. The University reserves the right to request additional samples prior to an award. **All samples submitted must be similar in nature to the kind of print job specified in this bid.** Each sample shall be properly tagged or labeled with the name of the bidder and the bid number and shall be provided at no cost to the University.

## 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 Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The contract is for the spring and summer editions of the UMaine Today magazine. The magazine must be mailed by March 1, 2010 and June 1, 2010 respectively. The editions may not be mailed earlier than February 19, 2010 and May 19, 2010, respectively.
- 2.4 **Overrun Policy:** The University will not accept any overruns for this bid.
- 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, Michael Noblet, Purchasing Department, University of Maine, 5765 Service Building, Orono, ME 04469 (207) 581-2666.
- 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 the Purchasing Department, University of Maine, 5765 Service Building, Orono, ME 04469 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.

- 2.13 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity and purchase order number. All publications shall be packed in cartons weighing not more than 25 pounds.
- 2.14 Packing Slips: All charges must be prepaid and material delivered to the location specified. Merchandise must be accompanied by a delivery slip or packing list and the purchase order number.
- 2.15 Representation: The Contractor shall assign one (1) representative to work closely with the University of Maine contact person throughout this project. The Contractor's representative shall have complete responsibility for the project from time of contract award through delivery and acceptance of the finished product. The University expects the communication, level of service, and coordination between the parties to be a priority.
- 2.16 On-Site Press Checks: On-site press checks will be conducted by University of Maine personnel. All expenses associated with press checks (travel, meals, lodging) will be considered in the evaluation of bids.
- 2.17 Camera-Ready Files: Collected files – Quark-Mac. Camera-ready file (disc) will be supplied to the Contractor.
- 2.18 Proof: Blueline and Matchproof required. The University shall be provided two (2) full sets of proofs for review that shall be covered by quoted cost including any changes to be reflected in those proofs. Additional proofs after changes will be at a fixed cost provided by the Contractor.
- 2.19 Ownership of Work: The Contractor shall return the finished design product, inclusive of all design alterations, insertions, and corrections to the University upon completion of the job as the final electronic printer's file. It is agreed by all parties concerned that this exchange will occur at no additional cost to the University and the University, as the exclusive owner of the design and all alternations, is not limited by any restrictions for future reproduction.
- 2.20 Additional Costs: Any additional work, corrections or changes to the specifications at variance with the Contractor's response to this RFB shall not be allowed without the prior written authorization of the Contract Administrator.
- 2.21 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.

## SECTION THREE

### 3.0 SPECIFICATIONS:

#### PRINTING

Trim size: 8 3/8" X 10"

Quantity: Not less than 75,000 (+/- 2% depending on mail file size)

Number of pages: 32 inside, plus a 4-page cover

Stock inside: 70# FLO by Sappi, Gloss Text (or identified, comparable recycled coated sheet)  
Or 60# identified, comparable to FLO recycled coated sheet.  
Or 55# identified, comparable to FLO recycled coated sheet.  
(University requests quotes on all three paper weights)

Stock outside: 80# FLO by Sappi, Gloss Cover (or identified, comparable recycled coated sheet)

Ink: Full color 4/4 throughout

Bleeds: Full bleeds

Binding: Saddlestitch

#### MAIL PREPARATION AND PACKING

Quantity: 71,600

Addresses: Supplied in Excel

NOTE: The mail house will use their mail permit. The labeling and bar-coding will be the cost of shipping the magazine. It is mailed as is with the address on the back cover so mailers are not required.

## SECTION FOUR

### 4.0 BID SUBMISSION:

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

<b>UMaine Today Magazine Printing</b>	<b>Total Cost</b>	<b>Per 1000/additional</b>
Digital prepress	\$ _____	\$ _____
Presswork	\$ _____	\$ _____
Finishing	\$ _____	\$ _____
<i><u>NOTE: IF QUOTING COMPARABLE STOCK INCLUDE A SAMPLE WITH YOUR BID</u></i>		
70# Stock (identify)	\$ _____	\$ _____
60# Stock (identify)	\$ _____	\$ _____
55# Stock (identify)	\$ _____	\$ _____
Additional Services		\$ _____/hour
AAs (editorial replacement after file delivery)		\$ _____/per hour
Other		
<b>UMaine Today Magazine Mail Prep/Packing</b>		
Labeling setup/bar coding	\$ _____	\$ _____
Labeling	\$ _____	\$ _____
Shipping to mail facility	\$ _____	\$ _____



Payment Discount Terms \_\_\_\_\_

4.2 Press Checks: Indicate the location where press-checks will be conducted (city, state):

\_\_\_\_\_

4.3 Bidder's Representative: Provide name, title, and contact information for the representative who will be assigned to this project:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

4.4 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)