



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

UMAINE TODAY MAGAZINE
University of Maine

RFB # 18-14

ISSUE DATE:
December 19, 2013

BIDS MUST BE RECEIVED BY:
January 16, 2014

DELIVER BIDS TO:

University of Maine
Purchasing Department
Attn: Gary Haslam
5765 Service Building
Orono, ME 04469al 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 prepress, printing and mailing services for the biannual *UMaine Today* magazine.
- 1.2 The University of Maine System 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 Scope: Founded in 1865, the University is Maine's only land-grant and sea-grant institution and serves as the flagship university of the University of Maine System.

This request for bids outlines the basic specifications for the *UMaine Today* publication for the upcoming issue. The contractor shall have the capability to handle all aspects of printing and mailing and shall specialize in magazine printing with a large cross-section of publications. Specifications are included in Section Three for the next *UMaine Today* magazine scheduled for publication in spring 2014.

In addition the University seeks to develop a long-term relationship with a contractor for the purpose of collaborating on future issues of the magazine, to revise specifications, and reduce costs.

- 1.4 Evaluation Criteria: Award will be made to the Bidder offering the lowest total cost, provided that all other requirements are satisfactorily met. Consideration will be given to the quality of printed samples, ongoing costs associated with periodic onsite press visits, a demonstrated ability and level of experience, including number of years of experience printing magazines of a similar nature, and client 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 Purchasing Office.
- 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. It is the responsibility of all Bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Gary Haslam
Purchasing Office
University of Maine
5765 Service Building
Orono, ME 04469
(207) 581-2689
gary.haslam@maine.edu

The deadline for inquires is January 3, 2014.

The University will respond to written inquiries not later than close of business, January 7, 2014.

- 1.8 Submission: One (1) **SIGNED** original and one (1) VIRUS FREE CD ROM copy of the complete bid must be submitted to the Purchasing Department, University of Maine, 5765 Service Bldg., Orono, Maine 04469, in a sealed envelope by 2:00 p.m. January 16, 2014 for a public opening. The bid must be date/time stamped by the Purchasing Department in order to be considered. All CD copies must be in Adobe Portable Document Format (PDF). All image files must be in one of the following formats: JPG, GIF, BMP, or TIF. The University prefers images already inserted as part of the document such as a PDF. Individual image files on the CD must be clearly named and referenced in your bid response. If you have any questions on the CD format please contact Gary Haslam at gary.haslam@Maine.edu or (207) 581-2689.

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 check <http://www.maine.edu/alerts/> 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.**

- 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 Non-Responsive Bids: The University will not consider non-responsive bids, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.15 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.
- 1.16 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 # 18-14

- 1.17 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.
- 1.18 The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Senior Director of Public Relations and Operations or designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **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.
- 2.3 **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.
- 2.4 **Contract Term:** The Contract term shall be for a period of one (1) year, commencing upon signature by both parties. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 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 the Contract Administrator.
- 2.9 **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
- 2.10 **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.
- 2.11 **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.

- 2.12 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.
- 2.13 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 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:

The University of Maine
Karen Kemble
Director of Equal Opportunity
North Stevens Hall
(207) 581-1226

- 2.15 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 (In Compliance with Applicable State Law)	Required for all personnel

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:

Purchasing Office
University of Maine
5765 Service Building
Orono, ME 04469

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

- 2.16 Smoking Policy: The University of Maine is a tobacco free campus. This policy applies to faculty, staff, contractors, vendors, and visitors. The use of tobacco and all smoking products is not permitted on any University owned property, which includes but is not limited to buildings, University grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles.

Tobacco is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:
<http://umaine.edu/tobaccofree/>.

- 2.17 Payments: Payment will be upon submittal of an invoice to the University, 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: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.18 Pricing: Pricing shall remain firm for the first year of the contract. The University reserves the right to adjust specifications in collaboration with the Contractor, for subsequent issues, to reduce costs. The University shall pay shipping/mailing at cost; exclusive of quoted set and handling charges outlined in Section 4.5.
- 2.19 Transportation Charges: Quotations shall be F.O.B. Destination. Quoted prices shall include all charges for transportation, packaging, containers, insurance, duty and brokerage charges necessary to complete inside delivery. Fuel surcharges will not be accepted for the duration of the contract. Print media not being direct mailed to the end user via on-demand mailing, shipped to the University, or other locations designated by the University, shall be held by the Contractor in a secure location, protected from environmental degradation and readily available for shipment.
- 2.20 Order Status Information: A monthly status/tracking report will be required from the Contractor. Evidence of the manufacturer's scheduled ship dates must be submitted to the University on a timely basis.
- 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.

- 2.22 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, 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 ninety (90) 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, the University may terminate this Contract by giving advance written notice to the Contractor. 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 Representation: The Contractor shall assign one (1) representative to work with the University for the term of 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.
- 3.2 Printing Quantities: The University requires printing and mailing services for an estimated 20,000 copies of a four-color plus varnish on cover magazine twice annually, May and November. The University shall provide digital proofs for reference. The contractor shall check files for color accuracy, make prepress adjustments, and provide final archival DVDs to the University.
- 3.3 On-Site Press Checks: On-site press checks may be conducted by University personnel. All expenses associated with press checks (travel, meals, lodging) will be considered in the evaluation of bids.
- 3.4 Camera-Ready Files: Camera-ready files will be supplied to the Contractor by disc or digital upload.
- 3.5 Proof: Two matchproof sets required. The University shall be provided two (2) full sets of proofs for review at no cost including any changes to be reflected in those proofs. Additional proofs after changes will be at a fixed cost provided by the Contractor.
- 3.6 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.
- 3.7 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.
- 3.8 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity and purchase order number. Publications shall be packed in cartons weighing not more than 25 pounds.
- 3.9 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.
- 3.10 Overruns: Overruns shall not be acceptable unless prior approval has been granted by the University.

3.11 Printing:

Trim size: 9" X 10.875"

Quantity: Estimated 20,000 (+/- 2% depending on mail files size and upon written approval by the university.)

Page Count: Cover: 4 pages; Text: 64 pages

Stock inside: 80# Somerset Satin Recycled FSC
Stock cover: 146# 8 pt. Sterling Ultra Dull Recycled FSC
Presswork: Cover5/4-colors: CMYK + Varnish / CMYK
Text4/4-colors: CMYK
Bleeds: Full bleeds
Binding: Perfect bound

3.12 Mail Preparation and Packing: The magazine is mailed at the nonprofit rate. If in-house mail capability is not available, the contractor shall be responsible for outsourcing the mailing.

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

Mailing Quantity: Approximately 10,000 to 15,000

Addresses: Supplied in MS Excel. The University will provide MS Excel.zip files addresses in the mailing list.

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 **Business History.** The length of time in business, brief historical background of your company and number of employees.
- 4.1.3 **Authorized Signature:** Provide the name, title, signature and contact information (including e-mail addresses) of the individual authorized to submit the bid on behalf of the company.
- 4.1.4 **Bidder's Representative:** Reference Section 3.1, provide name, title, contact information and professional biography for the representative who will be assigned to this contract.

4.2 Production Information

- 4.2.1 Physical location and address of your production facility.
- 4.2.2 Production time (days) from receipt of final proof.

4.3 Samples:

- 4.3.1 Submit two (2) magazine samples of different publications from your references with the bid. Samples must have been printed within the last year. 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 labeled with the name of the Bidder and the bid number and shall be provided at no cost.
- 4.3.2 **Order Status Information:** Submit a sample Order Status/Tracking Information Report, providing evidence of the manufacturer's scheduled ship dates.

4.4 Provide a list of three references 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, telephone number and email address.

4.5 Pricing:

DESCRIPTION	TOTAL COST	Per 1,000/Additional
Digital Prepress	\$	\$
Presswork, including Varnish/Aqueous coating (Cover only)	\$	\$
Bindery Saddle Stitch	\$	\$
Bindery Perfect Pound	\$	\$
80# Flo Dull text preferred, if suggesting a domestic alternate, provide a stock sample with your bid (Section 1.5)	\$	\$
Additional Services	\$	\$
AAs (editorial replacement after file delivery)	\$	\$
Magazine Prep/Packing	\$	\$
Labeling setup/ bar coding	\$	\$
Labeling	\$	\$
Shipping to mail facility	\$	\$

4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 2.17)

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)