



Administered by University of Maine System
Office of Strategic Procurement
Request for Bid (RFB)

RFB# 57-17

Plate Imaging Machine
University of Maine Printing & Mailing Services

Response Deadline Date/Time: December 13, 2016, 2:00 PM

Response Submission Information:

University of Maine System
Office of Strategic Procurement
5761 Keyo Building
Orono, ME 04469-5761
Attn: Ryan Ward

Response Contact Information:

Strategic Sourcing Manager: **Ryan Ward**
Email: roger.ward@maine.edu Phone: (207) 581-2712

Table of Contents

SECTION 1	3
1.0 General Information	4
1.1 Purpose.....	4
1.2 Definition of Parties	4
1.3 Eligibility to Submit Responses	4
1.4 Evaluation Criteria	4
1.5 Timeline of Key Events.....	4
1.6 Communication with the University	6
1.7 Award	6
1.8 Award Protest	6
1.9 Confidentiality	7
1.10 Costs of Preparation	7
1.11 Debarment.....	7
1.12 Response Understanding.....	7
1.13 Response Validity.....	7
1.14 Non-Responsive Responses	7
1.15 Response Submission.....	8
1.16 Authorization	8
1.17 Multi-Institutional.....	8
SECTION 2	9
2.0 Specifications	9
• Attach a copy of the Platemaker Specifications including model number.....	10
SECTION 3	11
3.0 General Terms and Conditions	11
3.1 Non-Waiver of Defaults	11
3.2 Cancellation/Termination	11
3.3 Employees	11
3.4 Clarification of Responsibilities.....	11
3.5 Litigation	11
3.6 Assignment.....	11
3.7 Equal Opportunity.....	12
3.8 Independent Contractor	12

3.9 Gramm Leach Bliley (GLB) Act (Confidentiality of Information) 12

3.10 Payments..... 12

3.11 Indemnification 12

3.12 Contractor's Liability Insurance..... 13

3.13 Sexual Harassment..... 13

3.14 Smoking Policy 14

3.15 Pricing..... 14

SECTION 4 15

4.0 Response Submission Requirements..... 15

4.1 General Format Instructions 15

4.2 Content Format Instructions..... 16

SECTION 5 17

5.0 Confidential Information 17

SECTION 6 18

6.0 List of Appendices and Related Documents 18

Appendix A – University of Maine System Response Cover Page 19

Appendix B - Cost Response Form..... 20

SECTION 1

1.0 General Information

1.1 Purpose

The University of Maine (UMaine) is seeking responses to provide Plate Imaging Machine as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

The University of Maine Print & Mailing Services mission is to provide high-quality, economical printed material, supplies, and fulfillment services in support of the work and goals of the University of Maine community and its affiliates.

Bidders should review Section 2 of this document to see the full Specifications of the Product required.

Though this document is primarily for UMaine, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document 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 Eligibility to Submit Responses

1.3.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.4 Evaluation Criteria

Award will be made to the low bidder provided that all other requirements are satisfactorily met, as outlined in **Section 2** Specifications and **Sections 4 – 8** of this document.

No Best and Final Offers: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.15	Deadline for Response Submission	December 13, 2016 2pm
	Award Announcement (subject to change)	December 16, 2016 End of Business

1.6 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. 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 using the **Response Contact Information** provided on the cover sheet of this document. Failure to comply with this requirement could result in disqualification from further consideration.

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

1.7 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Bidder to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.8 Award Protest

Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer 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.

1.9 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue an award notice letters to all participating bidders and the successful bidder's response may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

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.

1.10 Costs of Preparation

Bidder assumes all costs of preparation of the response and any presentations necessary to the response process.

1.11 Debarment

Submission of a signed response 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 Response Understanding

By submitting a response, 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.

1.13 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.14 Non-Responsive Responses

The University will not consider non-responsive responses, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.15 Response Submission

A SIGNED copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

1. Completion of **Appendix A**. **Appendix A** must be SIGNED as part of the submission.
2. Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.
3. Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
4. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.

Respondent may attached company bid to their submission as supporting information.
Respondent is still required to complete **Appendix C**.

1.16 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.17 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the contract(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

SECTION 2

2.0 Specifications

Plate

- Applicable plates: process Thermal Computer To Plate (CTP), Develop on Press (DOP) and provide both capabilities for Thermal / upgradable to UV plate system on same machine
- Produce consistent readable visible latent image on plate for quality control
- Media Thickness .15 mm to .30 mm
- Need a chemical free plate no gum process.
- Minimum 8 up machine (must process a 40" plate)
- Minimum size plate 12 1/4 x 19 7/16 x .08 311mm x 494mm x 20mm
- Maximum size plate 30 5/16 x 40 9/16 x 12 770mm x 1030mm x 30mm
- Manual loading of plates
- Plate positioning method and /or system include resolution and number points
- Provide Vacuum system internal or external;

Image

- Resolution 2,400 dpi, Minimum speed for process 8 per hour
- Repeatability: +/- 5 microns between two exposures on same plate
- Accuracy +/- 20 microns between two plates imaged on same plate
- Laser wavelength minimum 830 nm
- Laser channels range: minimum 16 channels or higher

Work flow connectivity

- Provide compatible RIP (Raster Image Processing) software include trapping, upgradable to support multiple printing devices and of specifications to support the proposed plate maker
- Provide compatible GUI (Graphical User Interface) software specifications to support the plate maker
- Provide GUI user interface and diagnostic/ reporting for operation

Service and Maintenance

- Prefer no mandatory service and maintenance agreements on Software/Equipment although S&M agreement options need to be available for consideration for service/maintenance
- Provide response time for first line technical support and minimum guaranteed service response time from placement of a service call
- Provide warranty terms on image maker machine lasers and parts and labor: minimum 3 year laser, 2 year parts, 1 year labor
- Provide installation support and terms of onsite training for software and machine

Supporting Information

- Attach a copy of the Platemaker Specifications including model number.

Trade In Value Current Plate Image Machine:

- Include a quote of the current image maker and related GUI and RIP

Specifications of Current Plate Image Machine

CTP

Dimension 800

Purchased: May 11 2004

Image count: 35322

Plate type currently using: Aurora Pro

15 plates per hour

2400 dpi or 1200 dpi

Vacuum filter unit

Cooling unit

Replaced power supply in early 2016

New rip and gui early 2016

Presstek Plate washer

SECTION 3

3.0 General Terms and Conditions

3.1 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.

3.2 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 seventy-two (72) hours 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 Gramm Leach Bliley (GLB) Act (Confidentiality of Information)

The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

3.10 Payments

Payment will be upon submittal of an invoice to the address shown on the purchase order 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.

3.11 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.

3.12 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. Automobile 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 State Law)

The **University of Maine System** shall be named as Additional Insured on the Commercial General Liability insurance and as additional insured and certificate holder.

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 statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

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

**University of Maine System
Risk Manager
16 Central Street
Bangor, Maine 04401**

3.13 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 advanced notice.

3.14 Smoking Policy

The University 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 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.

The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, 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, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

3.15 Pricing

All prices quoted shall remain firm for the entire term of the agreement.

SECTION 4

4.0 Response Submission Requirements

A SIGNED copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

5. Completion of **Appendix A**. **Appendix A** must be SIGNED as part of the submission.
6. Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.
7. Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
8. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.

Respondent may attach company bid to their submission as supporting information. Respondent is still required to complete **Appendix C**.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 General Format Instructions

- 4.1.1 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 4.1.2 Bidders must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.3 It is the responsibility of the Bidder to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.

4.2 Content Format Instructions

The response shall be submitted under the same cover at the same time, in the four (4) distinct sections noted below:

Section I - Requirements - Organization Qualifications and Experience

1. Appendix A – University of Maine System Response Cover Page and table of contents.

Section II - Requirements - Pricing Response

1. Appendix B - Provide response for Pricing and Trade in :

Section III - Confidential Information

1. Provide the documents as outlined in **Section 5**.

Section IV - Attachments

1. Any remaining attachments required as part of the response.

SECTION 5

5.0 Confidential Information

- 5.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See **3.19 Contractor's Liability Insurance**.

- 5.2 Form W-9 or Form W-8 if you are a foreign person.

SECTION 6

6.0 List of Appendices and Related Documents

This section lists documents which are included.

6.1 Appendix A – University of Maine System Response Cover Page

6.2 Appendix B – Cost Response Form

Appendix A – University of Maine System Response Cover Page

RFB # 57-17
Print Imaging Machine

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's response.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.

 Authorized Signature

 Date

 Name and Title (Typed)

Appendix B - Cost Response Form

University of Maine System
COST RESPONSE FORM

RFB # RFB 57-17
Plate Imaging Machine

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

IMPORTANT – Please do NOT change any formatting on the response sheet in any manner (such as merged cells). You can add rows required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.

Respondents are required to submit all costs associated with the stated product / service.

Respondents are required to attach detailed specifications informational documentation of item(s) submitted in bid for the University to determine item(s) meet specification requirements.

New Plate Imaging Machine: \$ _____
**Meeting all requirements outlined
In Section 2.1**

Minus Trade In Value of Used CTP: \$ _____

Net Purchase Price (Furnish &
Install) FOB Destination, University
Of Maine (Orono) **See Purchase
Order for additional Ts & Cs** \$ _____

Delivery Date ARO:
**Note: This may or may not be a
Factor in the award decision.** _____

Is service & maintenance agreements on
Software / Equipment mandatory? Yes _____ No _____

Response time for first line technical support: _____

Guaranteed service response time from
Placement of service call to arrival of technician: _____

Provide warranty terms on image maker machine, lasers, parts and labor. The University requires a minimum of three (3) years on laser, two (2) years on parts, and one (1) year labor. Warranty cost are to be included in price of new plate imaging machine.

Provide installation support and terms of onsite training for software and machine. Costs are to be included in price of new plate imaging machine.

