

**UNIVERSITY OF
MASSACHUSETTS
AMHERST**

REQUEST FOR BID

**PRINTING OF THE COLLEGIAN NEWSPAPER
PER THE ATTACHED SPECIFICATIONS**



AA09-RH-2901

SUBMITTED BY THE AMHERST PROCUREMENT DEPARTMENT

INVITATION TO BID

Massachusetts/Amherst, is seeking bids for the printing of the daily newspaper during the 2008-2009 academic year. To be considered, your signed bid must be returned on this form and received no later than **August 14, 2008 at 1:00pm**, at which time it will be open and read.

Specifications:

1) Page Size:

- A) Broadsheet for daily issues Monday-Thursday: 12.5" x 23" (image size 11.5" x 21.5") or as specified _____
- B) Tabloid for issues on Friday, and occasional insert for special issues: 11 3/8" x 13 1/2" image size 9 1/2" x 12 3/8", or as specified (please note other available sizes) _____

2) Average number of copies: Variable; 11,000 to 14,000, depending on day of week.

3) Projected Number of issues:

- A) Broadsheet for daily issues Monday through Friday: approximately 112
- B) Tabloid issues for Friday editions: approximately 28

4) Frequency of Daily Publications:

Daily Monday-Friday except during vacation periods, exam periods and holidays.

5) Number of pages:

- A) Broadsheet Monday-Friday: The Daily Collegian averages 8-14 pages. Occasional special issues such as Back to School (first day of each semester) may exceed 30 pages.
- B) Friday Tabloid issues: The Daily Collegian averages 16-24 pages.

6) Copy Furnished:

- A) The Massachusetts Daily Collegian uses Adobe Indesign CS2 to fully paginate its pages each day. The Collegian will provide press ready PDF files via file transfer protocol (FTP), over the internet. Or other means of electronic file transfer. Please indicate what form of file transfer you will be able to provide.
- B) On a case emergency basis only, the Collegian can provide a CD-R or can facilitate other means of file transfer. If a problem should arise in transferring files electronically, it is the responsibility of the party at fault to either pick up (vendor) or deliver (Collegian) the newspaper's hard copy the night of printing. * This will consist of the pre-mentioned CD-R.

7) Paper Stock: Newspaper with occasional special heavier stock.

Please indicate whether this is available. _____

- 8) **Ink:** BLACK- capability of printing approximately 20% of issue in additional color. Notification of use of any additional color, either spot, or four-color will be given to the vendor by 7pm the day prior to publication.
- 9) **Pre-press delivery:** The Collegian agrees to have all electronic files available for transfer by 1:30 a.m. (at the latest) on the day of publication.
- 10) **Post Press Delivery:** All copies of The Massachusetts Daily Collegian must be delivered no later than 6:15am on the day of publication, to the Campus Center loading dock at the University of Massachusetts, Amherst, MA.

A) Please indicate whether you will pick up for recycling undistributed copies of the Collegian on a weekly basis: _____

11) **Late delivery charges:** Bidder agrees to discount invoices for the late deliveries of the Collegian if all pre-press materials and documents, including special editions, spot color and inserts, are delivered by the Collegian to the printer at the location by the time specified in item (9) above. The discount rate shall be as follows:

<u>Time</u>	<u>Discount</u>
7:00 AM	10%
8:00 AM	20%
9:00 AM	30%
10:00 AM	50%

12) **Printing Errors:** The printer will be held liable for any printing errors affecting advertisements. Reimbursements from the printer will equal credit applied to advertisers.

13) THE COLLEGIAN SHALL NOT BE RESPONSIBLE FOR ANY COSTS ABOVE AND BEYOND THOSE STIPULATED ON YOUR WRITTEN QUOTATION UNLESS THESE SPECIFIC COSTS HAVE BEEN SPECIFICALLY NEGOTIATED IN ADVANCE IN WRITING; ANY SUCH ADDITIONAL COSTS MUST BE APPROVED BY THE CENTER FOR STUDENT DEVELOPMENT, BUSINESS MANAGER AS WELL AS BY THE COLLEGIAN BUSINESS MANAGER.

14) **Price:** Bidders are requested to indicate costs for the following number of pages:

<u>Broadsheet</u> (items are specified in 1A)	<u>11,000 copies</u>	<u>Additional 1,000</u>	<u>Fewer 1,000</u>
--	----------------------	-------------------------	--------------------

8 Pages	_____	_____	_____
---------	-------	-------	-------

10 Pages	_____	_____	_____
----------	-------	-------	-------

12 Pages	_____	_____	_____
----------	-------	-------	-------

14 Pages	_____	_____	_____
----------	-------	-------	-------

16 Pages	_____	_____	_____
----------	-------	-------	-------

18 Pages	_____	_____	_____
----------	-------	-------	-------

20 Pages	_____	_____	_____
----------	-------	-------	-------

Each additional 8-12 pages _____ ; _____

Max number of pages per section _____

Additional jobs and type of paper upgrades:

Company Name: _____	
Bid Submitted By: _____ Signature and Title	
Print Name: _____	
Bidder's Contact Person's Name Title for Questions or Points of Clarification: _____	
Telephone No. (toll free number, if available) _____	
Fax No. _____	E-Mail Address: _____

15.) Tabloid 11,000 copies Additional 1,000 Fewer 1,000
 (items are specified in 1B)

8 Pages	_____	_____	_____
10 Pages	_____	_____	_____
12 Pages	_____	_____	_____
16 Pages	_____	_____	_____
20 Pages	_____	_____	_____
24 Pages	_____	_____	_____
28 Pages	_____	_____	_____
32 Pages	_____	_____	_____
36 Pages	_____	_____	_____

Each additional 14 pages _____

Max number of pages per section _____

Company Name: _____

Bid Submitted By: _____
 Signature and Title

Print Name: _____

Bidder's Contact Person's Name Title for Questions or Points of Clarification:

Telephone No. (toll free number, if available) _____

Fax No. _____ E-Mail Address: _____

16.) Additional cost and type of paper upgrades:

On occasion The Massachusetts Daily Collegian publishes special sections (Back to School issues may exceed 30 broadsheet pages).

The Massachusetts Daily Collegian will give extra notice for the special issues. For the 'Back to School' issue in September, Printer's deadline shall not exceed **4 days prior** to publication.

A. Quote additional items:

- Additional colors; each: *
- Number of pages for each spot color charge: \$ _____
- 4/4 C process and output charges: \$ _____
- Number of pages for each spot color charge: \$ _____
- Delivery to Campus Center loading dock: \$ _____
- Inserting, per 1000: \$ _____
- Folding, per 1000: \$ _____
What type? i.e. 1/4, 1/2 etc.
- Any miscellaneous costs: _____

** please indicate, on a separate sheet, on what page numbers color can be placed, as well as number of pages included as one color plate.*

B. Quote any and all applicable discounts; include chargeable time saved using PDF to Film or PDF to Plate workflow, versus Indesign to film workflow - i.e.45 minutes vs. 2 hours per night.

C. Please specify any additional incentives provided to the Collegian as part of your proposal: _____

D. Additional comments: _____

E. Color management software incorporated into workflow; i.e., 'ColorSync' (Mac) or any other Industry-standard ICC color-profile savvy CMS.

F. Please indicate the availability of a color printout of the Printer's 'newsprint-half-tone and dot-gain safe' process and spot colors, if same are a (small) subset of PANTONE or at variance with the PMS. Printer to provide specific ICC- compliant press output profiles. _____

III. GENERAL INFORMATION:

- A. ADMINISTRATIVE GUIDANCE** - The information provided herein is intended to assist vendors in the preparation of bids necessary to respond to this RFB. The RFB is designed to provide interested vendors with sufficient basic information to submit bids meeting minimum requirements, required by the University, but is not intended to limit a bid's content or to exclude any relevant or essential data. Vendors are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFB.
- B. INSTRUCTIONS** - This bid contains the instructions governing the bid to be submitted and the materials to be included therein; requirements which must be met to be eligible for consideration, and other requirements to be met by each bidder. Bids must be complete. Any persons, firms, corporations, or association submitting a bid shall be deemed to have read and understood all the terms, conditions, and requirements in the bid.
- C. NOTICE TO BIDDERS** - The Request for Bid and any resultant contract shall be the complete and exclusive statement of the agreement between the University and the Contractor and supersedes any prior oral or written agreements. The terms and conditions of any agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.
- D. BID RESPONSE OUTLINE** - Bids must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All bids must be organized and tabbed to comply with the sections in this RFB.
- E. COST COMPONENT:** The Bidder must submit a detailed bid that addresses the criteria listed in this RFB. Cost must include all associated fees for travel and/or other expenses necessary to perform this service. The University reserves the right to select individual components of the bid if it feels it best addresses its goals. The University reserves the option to increase the scope of the project and utilize the hourly costs listed under for each new project developed.
- F. TIME FOR EVALUATION** - All bids shall remain valid for Ninety (90) days from bid closing date. Bids requesting less than sixty (90) calendar days acceptance time from the bid date will not be considered.
- G. DURATION OF CONTRACT** - Any contract made will be in effect for the period **August 25, 2008 through June 30, 2010** with an option to renew for three additional one-year terms, based upon the mutual agreement of the successful vendor(s) and the University at least 30 days prior to the end of the respective period. The successful vendor(s) will be required to sign a University Contract for Services (CFS); a copy is available for your review on www.umass.edu/procurement/forms. Prices, terms and conditions shall remain firm throughout the term of the contract as well as any option periods.

H. BID EVALUATION AND INVITATION TO PRESENT - A Selection Committee representing the University will review the bids and select the vendor bids whose services, availability, references and cost that has the most appeal to the University based on the criteria listed in this RFB. The University may elect to select at least two vendors that will be invited to the Amherst Campus to make a formal presentation to the Selection Committee. If required the invitation will be extended within five days after the bid closing date. The vendor's failure to make such a timely presentation may be grounds for rejection of the bid, at the option of the University.

The award will be made to the vendor who, in the opinion of the Selection Committee, offers the best overall package. The evaluation will include, but will not necessarily be limited to, the following criteria (in rank order of importance to the University): Record of demonstrated ability to successfully execute the services as specified in bid specifications.

- Conformance with bid specifications herein
- Cost to the University
- Staff and resource commitment and capabilities, including resources committed to staff assistance and problem-solving
- Responsiveness to the RFB and quality of the bid offer

The bids will be evaluated based on a point system. The criteria and their assigned points will be placed in a sealed envelope in the bid file prior to the bid opening date and time, for use by the Selection Committee during the award process.

I. ACCEPTANCE/REJECTION OF BIDS

Only bids that are received by the bid opening date and time will be considered. The University reserves the right to reject any or all bids, wholly or in part and to make an award in a manner deemed by the Director of Procurement at the Amherst campus to be in The University's best interest. The University reserves the right to make a partial award for the services requested, or to make an award to more than one vendor.

J. QUESTIONS / CONTACT PERSONS - All questions from prospective vendors concerning this RFB must be submitted in writing, by FAX or E-mail, by 2:00 p.m. on **August 5, 2008** to the following,

<p style="text-align: center;">Rosemary A. Hassay Procurement Manager University of Massachusetts 407 Goodell Building 140 Hicks Way Amherst, MA 01003 Fax: (413) 545-1643 <u>e-mail: procurement@admin.umass.edu</u></p> <p style="text-align: center;">Reference RFB AA09-RH-2901</p>
--

- No telephone calls will be entertained. Inquiries received after the specified date and time will not be accepted and will be filed, unopened, in the bid file.
- The University will E-Mail its response to all written questions to all vendors of record by formal addendum by 5 p.m. on **August 7, 2008**.

The University will extend the due date by written addendum if such information significantly amends this RFB or makes compliance with the original proposed due date impractical.

K. BID OPENING DATE/TIME

Vendors shall deliver their bid to the following address by **1:00 p.m. on August 14, 2008 at which time the bids will be opened and publicly read.** The Vendor shall deliver one original and (5) copies of the complete bid package, clearly marked **RFB AA09-RH-2901** to:

**University of Massachusetts Amherst
Procurement Department
407 Goodell Bldg.
140 Hicks Way
Amherst, MA 01003
Attention: RFB AA09-RH-2901**

It is the sole responsibility of the vendor to insure that its bid is delivered to the Procurement Department in its entirety by the due date and time. Late bids will not be considered, and will be placed, unopened, in the bid file. All bids become the property of the University after the bid opening date and time specified.

L. PUBLIC INFORMATION

All bids and related documents submitted in response to this RFB are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, and Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded.

M. COMPENSATION

Invoices submitted to The University by the successful vendor for services provided under the contract will be itemized and priced out by the successful vendor in accordance with the figures contained in the vendor's response to this RFB. Therefore, bids must be all inclusive. All payments shall be made in arrears, after services have been rendered to the satisfaction of The University.

N. ALTERATIONS TO BID:

The vendor may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration to a bid.

O. VENDORS EXCEPTION TO CONTRACT TERMS & CONDITIONS

If vendor takes exception to any of the contract terms and conditions contained herein, the vendor shall so note in its bid response, referencing the section and item number and giving a complete explanation for the exception. Exceptions to the RFB may be grounds for rejection of the vendor's bid at the sole discretion of the University.

IV. BID RESPONSE

A. REFERENCES

List three customers with similar requirements as those of the University whom the University may contact for reference purposes, including the company name, contact person, telephone number, address, and brief description of business done with the company within the past year. By submitting this information, vendor authorizes The University to contact these clients for purposes consistent with the review of this bid.

Reference #1	
Company Name:	_____
Address:	_____ _____ _____
Description of Services:	_____ _____
Contact:	_____
Phone:	_____ Fax: _____
Contract Term:	_____ Through: _____
<hr/>	
Reference # 2	
Company Name:	_____
Address:	_____ _____ _____
Description of Services:	_____ _____
Contact:	_____
Phone:	_____ Fax: _____
Contract Term:	_____ Through: _____
<hr/>	
Reference #3	
Company Name:	_____
Address:	_____ _____ _____
Description of Services:	_____ _____
Contact:	_____
Phone:	_____ Fax: _____
Contract Term:	_____ Through: _____

B. IMPLEMENTATION SCHEDULE:

Activity or Point of Action	Date
RFB release date to vendors	July 22, 2008
Deadline for vendor inquires to the University	August 5, 2008 @ 2:00 pm
The University answers to vendor inquiries by written addendum	August 7, 2008 @ 5:00 pm
Deadline for submission of bids	August 14, 2008 @ 1:00 pm
Contract awarded by	August 19, 2008

The University may extend these dates at its sole discretion.

C. RECORDS, WORKPAPERS AND INFORMATION:

The Contractor agrees not to disclose any information received from to a third party without the express written consent of the Director, or as ordered by a court of law. All records and work papers will be retained by the Contractor for a period of seven years and will be available for inspection by any authorized representative of The University. All work papers prepared by the Contractor shall be property of the Contractor but will not be disclosed by the Contractor to a third party without the express written consent of the Director. In addition to the Director, the other current authorized representatives are those persons designated by Massachusetts Executive Order No. 195: the Governor or his designee, the secretary of administration and finance, and the State auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Contractor which pertain to the performance of the provisions and requirements of a University Audit Contract.

D. FUNDING AND FISCAL YEAR APPROPRIATIONS:

The obligation of the University under this contract for any subsequent fiscal year following the fiscal year in which the contract is executed, is subject to the appropriation to the University of funds sufficient to discharge the University's obligation which accrues in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of the Contract. the University may cancel this agreement without penalty if it is determined by the University that sufficient funds are not available to fulfill their obligations under this contract.

E. CONFLICT OF INTEREST:

No officer or employee of the Commonwealth shall participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

F. POLITICAL ACTIVITY PROHIBITED:

None of the services to be provided by the Contractor shall be used for partisan political activity, or to further the election or defeat of any candidate for public office.

G. CERTIFICATION:

The Contractor must certify and warrant that, if it is a non-Massachusetts corporation, it has filed all reports required by State Law; that no other person has a financial interest in the Contract; and, that he/she has complied with all laws of the Commonwealth relating to taxes. The certification will be by the partner-in-charge of the audit and must be a part of the bid from the vendor. The language to use for this purpose is:

"Pursuant to Massachusetts General Laws Chapter 62(c), Section 49A, each vendor must certify under penalties of perjury that they have complied with all laws of the Commonwealth relating to taxes. I so certify."

Social Security or
Federal Identification Number

Signature of Individual

Printed Name

I. ASSIGNMENT BY CONTRACTOR AND SUBCONTRACTING:

The Contractor shall not assign or in any way transfer any interest in the Contract without the prior written consent of the University, nor shall there be any subcontract of services without the prior written approval of The University.

J. NON-DISCRIMINATION IN EMPLOYMENT & AFFIRMATIVE ACTION:

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws, Chapter 151B, Section 4 (1); and all relevant administrative orders and executive orders, including Executive Order 227 and Executive Order 246.

K. CHOICE OF LAW:

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any federal or state legal proceedings arising under the Contract in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

L. SEVERABILITY:

If any provision of the Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

M. INDEMNIFICATION OF UNIVERSITY OF MASSACHUSETTS:

The Contractor shall indemnify and hold harmless, the University of Massachusetts against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the University of Massachusetts may sustain, incur or be required to pay, arising out of or in connection with services performed under the Contract, by reason of any negligent Contractor, or any of its subcontractors providing that:

- a. Contractor is notified of any claims within a reasonable time after the University of Massachusetts becomes aware of it; and
- b. Contractor is afforded opportunity to participate in the defense of such claims. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

N. WAIVERS:

All conditions, covenants, duties and obligations contained in the Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

V. ADDITIONAL INFORMATION

A. INSURANCE – Insurance certificates will be required with any contract that results from this RFB. The successful vendor(s) shall provide the University with a valid Certificate of Insurance from a company authorized to do business in the Commonwealth of Massachusetts with the following limits.

<i>GENERAL LIABILITY</i>	<i>PROPERTY DAMAGE</i>		
Bodily Injury \$500,000.00	Each Occurrence \$1,000,000.00	Each Occurrence \$500,000.00	Aggregate \$500,000.00

Worker's Compensation – In accordance with the Laws of Massachusetts
Product Liability – Minimum of \$1,000,000.00

- B. APPLICABLE TERMS AND CONDITIONS** – Any award made on the basis of this request for bid will be in accordance with University of Massachusetts Terms and Conditions of Purchase, contained herein.
- C. TERMINATION/CANCELLATION** – The University shall have the immediate right to cancel the agreement for Vendor's material default of any conditions and specifications outlined in this agreement. If in the opinion of the University the Vendor's breach is curable, the University shall provide written notice of setting forth the nature of the default, and if Vendor remedies its default within thirty (30) days, the University will allow Vendor to complete the remedy action.
- D. RIGHT TO REJECT OR MODIFY** – Selection of the winning bid does not mean that all aspects of that bid are acceptable to the University. The University retains the right to modify the terms and conditions of the bid or reject terms and conditions proposed by the vendor prior to the execution of the contract, as the University, at its sole discretion, deems necessary to ensure a satisfactory contract is established.
- E. RELEASE OF INFORMATION** – No vendor may distribute any announcements or news releases regarding this project without the written approval of the University.
- F. CONFIDENTIALITY** – Once the bids have opened they become public information. Proprietary data, properly identified by the vendor, will be held in strictest confidence where there is no violation of public disclosure laws in compliance with the Public Information Act. Vendors must mark or identify in their bid response, areas that they request be held confidential and the University shall take all such requests under advisement.
- G. ADDENDA** – If it becomes necessary to revise any part of this RFB or if additional data is necessary to clarify any of its provisions, an official addendum will be provided to those who received a copy of the RFB.
- H. COST OF SUBMISSION** - The University is not liable for any cost incurred by prospective vendors in the development and submission of this.
- I. COMPLETE INFORMATION** – Vendors must fill in all information requested in this RFB. If additional space is required, attach additional sheets and clearly identify the section and item(s) referenced. Any unclear or incomplete responses will be deleted and may eliminate entire bid from *further consideration*.
- J. RESULTING AWARD** - All terms and conditions of this RFB shall apply to any resulting award. If you include supplemental information on your response, any terms and conditions imprinted on that form are understood not to apply. The successful vendor will be required to comply with all the terms and conditions as specified, in addition to all other conditions and requirements listed herein.

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.

Company Name: _____ Date: _____

Address: _____

Signature: _____

Print Name: _____

Title: _____

Phone Number: (____) _____ Fax Number: (____) _____

VENDOR QUOTATION CERTIFICATION

(Date)

Procurement Department - University of Massachusetts at Amherst
The undersigned certifies that to the best of his/her knowledge: (check one)

_____ There is no officer or employee of the University of Massachusetts who has, or whose relative has, a substantial interest in any contract award subsequent to this bid.

_____ The names of any and all public officers or employees of the University of Massachusetts who have, or whose relative has, a substantial interest in any contract award subsequent to this bid are identified by name as part of this submittal.

Additionally, as a supplier of goods or services to the University of Massachusetts we certify that we shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The vendor agrees to adhere and comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990; M.G.L. C.151B. We certify that we follow the principles to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy to all persons concerned within the company, with outside recruiting services, and the minority community at large; to provide the University on request a breakdown of our total labor force by ethnic group, sex, and job category; and to discuss with the University our policies and practices relating to our affirmative action program.

In compliance with **RFB AA09-RH-2901** and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees, that if awarded a contract under this RFB, they will furnish such goods/services in accordance with the specifications/scope of the RFB.

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.

(Company Name)

(Address)

(Signature)

(Print or Type Name) (Title)

(Phone Number) (Fax Number)