

BID # 10-012



ISSUE DATE: August 17, 2009
DUE DATE: August 31, 2009, 3:00 PM Eastern Time
PUBLIC OPENING: Non-Public
FAX BIDS ACCEPTED? No
COMMODITY/DESCRIPTION: Alumni Magazine
NUMBER OF COPIES: 2
BONDS REQUIRED: No
INSURANCE REQUIRED: No
BUYER: Julie Jerome, 231-591-3904, juliejerome@ferris.edu
PROJECT COORDINATOR: Susan Starkey, 231-591-2333

****VENDOR MUST CONTACT THE PURCHASING OFFICE TO VERIFY RECEIPT OF THIS BID.**

All Bids ON THIS FORM for Ferris State University Purchasing office should be submitted with PAGE 2, 5 & 6 signed to:

Purchasing Office
Bid #10-012
420 Oak Street, PRK250
Big Rapids, MI 49307
Phone: 231-591-2165 Fax: 231-591-3902
purch@ferris.edu

We reserve the right to reject any bids not submitted to the proper location or on the proper forms.

TIME TABLE

| | |
|---|--------------------------------|
| PRE-BID MEETING | Not applicable |
| DEADLINE FOR ADDITIONAL INFORMATION: | August 20, 2009 |
| DEADLINE FOR ADDENDUM | August 24, 2009 |
| PROPOSALS DUE: | August 31, 2009, - 3 PM |
| FINAL SELECTION: | September 4, 2009 |

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The undersigned certifies that to the best of his/her knowledge: (check all that apply)

- () There is no officer or employee of Ferris State University who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid.
- () The names of any and all public officers or employees of Ferris State University who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid are identified by name as part of this submittal.
- () Michigan's Business Corporations Act, MCL 450.2011, specifically provides that "[a] foreign corporation shall not transact business in this state until it has procured a certificate of authority to transact business from the administrator [with the Michigan Department of Labor and Economic Growth]." A foreign corporation is defined in the Act at MCL 450.1107(1) as "a corporation for profit formed under laws other than the laws of this state . . ." My Michigan Business Authorization number is: _____
- () The company listed below is a registered Minority or Woman owned business. I have included a copy of my company registration for documentation.

The undersigned further certifies that their firm (check one) IS or IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

After carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

Company Name _____ FEIN/TIN# _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____ Web Address: _____

Name & Title _____

Signature _____ Date: _____

Does your company accept Visa? _____ Do You have on-line ordering capability? _____

Payment Terms _____ F.O.B. Big Rapids Only

Shipment made from _____ within _____ days after receipt of order.

Quotation Firm for _____ days from quotation. Expiration date _____
(Minimum 6 months)

ADDENDA

The Bidder hereby acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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Purpose of Bid:

For FSU to enter into a one year contract for the printing of the Alumni News Magazine, Honor Roll Inserts, Business Reply Envelopes and mailing services of the Magazine.

Project Description:

Item One:

Description: Alumni Magazine—48 pages plus cover
Quantities: 100,000 per edition
Publication Dates: November and March
Size: 9.125 x 10.875 (9 1/4 x 10 7/8)
Paper: 80# matte cover stock; 68# matte text
Inks: 4-color with bleeds

Item Two

Description: Honor Roll Insert—32 pages inserted and stitched into the center of the magazine. Please do not quote as a loose insert!
Quantities: Please quote in quantities of 5,000, 10,000, 50,000 and 100,000
Publication Date: November edition only
Size: 9.125 x 10.875 (9 1/8 x 10 7/8)
Paper: Uncoated lightweight text (something very economical)
Inks: 2-color (black and PMS200) with bleeds

Item Three

Description: business reply envelope inserted or stitched into center of magazine
Quantities: 100,000 per edition
Size: 4.5 x 8.5 (4 1/2 x 8 1/2) Alternate size welcome for most economical price please indicate size
Paper: 24# white
Inks: black/black

Item Four

Description: Mailing Services/Mail House Services

Screens: Two (2) per page. This cost should be included in the total base bid.

Binding: Folded, saddle stitched and boxed. 2,000 pieces of the total will have the Kendall College of Art and Design return address.

Delivery Date: Ten (10) working days from keyline pickup

Deliver: 300 to Big Rapids

Proofs: Ferris State University requires one color key. Cost for proofs must be included in the total Bid.

Services: Printer will pick up and deliver proof. Bid amount to include delivery of completed job to mailing services/mail house.

Waste Factor: Ferris State University must receive no fewer pieces than ordered. Also, the University will not pay for more than the exact quantity ordered.

The printer warrants that all work performed under the awarded bid will be in accordance with these specifications. The printer will be held responsible for any faulty workmanship, materials or substitutions other than those agreed to in advance by FSU. The printer will be required to replace any units rejected on this basis at no cost to FSU.

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INSTRUCTIONS TO PROPOSERS

A. All proposals should be sent to:

FSU Purchasing Department
Attention: Julie Jerome
420 Oak Street, PRK250
Big Rapids, MI 49307

B. All proposals must be in a sealed envelope and clearly marked in the lower left hand corner: “Bid #10-012–Alumni Magazine.”

C. All proposals must be received by 3:00 p.m., August 31, 2009. Proposals will not be opened publicly. Respondents shall submit one (1) original and one (1) copies of the Proposal. No faxed, e-mailed or telephone proposals will be accepted.

D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

E. All proposals must include the following information:

1. History and years the firm has been in business.
2. Payment terms, known or suggested discounts.
3. A minimum of three references with names and telephone numbers.
4. Provide a sample of specific work previously completed comparable to this projects scope.
5. Provide a 4-color printed sample of the cover and text paper stocks that the bid amount is based on.

F. All Vendors submitting a bid will receive notification as to who was awarded the bid in writing. Vendor being awarded the contract must have a Purchase Order prior to the start of all jobs.

Definitions: The following terms and phrases shall have the meaning assigned unless the Contract indicates a contrary meaning.

- A. Addendum – A modification of the specification issued by FERRIS STATE UNIVERSITY (FSU) and distributed to prospective Respondents, or officially posted on FSU’s Purchasing Open Bid Page prior to the opening of bids.
- B. Best and Final Offer (“BAFO”) – a formal request made to selected Respondents for revision to the originally submitted Proposal.
- C. Contract – The Contract awarded as a result of the RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits.
- D. Proposer/Vendor/Respondent/Creative Agency – are synonymous in this document and shall mean the individual, partnership, corporation or other entity that submits a proposal to this Request for Proposal (RFP)
- E. Contractor – Respondent whose Proposal results in a Contract with FERRIS STATE UNIVERSITY

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Printing services of the Alumni Magazine

| Item 1 | Quantity | Description | Unit Price | Extended Total |
|--------|----------|---|--------------------|----------------|
| 1. | 100,000 | Alumni Magazine, 48 pgs; 2 times a yr. | \$ _____ | \$ _____ |
| 1a. | 1 | Each additional thousand See attached Specifications in Project Description section on Page 3 Provide a sample of specific work previously completed comparable to this projects scope. Provide a sample 4-color printed sample of the cover and text paper stock that the bid amount is based on. NOTE: OUR FORMS MUST BE COMPLETED, SIGNED, AND RETURNED OR YOUR BID MAY BE CONSIDERED INELIGIBLE! | \$ _____ | \$ _____ |
| | | | GRAND TOTAL | \$ _____ |

WE SOLICIT YOUR COST SAVING SUGGESTIONS.

Printing services of the Honor Roll Insert

| Item 2 | Quantity | Description | Unit Price | Extended Total |
|--------|----------|--|------------|----------------|
| 2. | 5,000 | Honor Roll Insert | \$ _____ | \$ _____ |
| 2. | 10,000 | Honor Roll Insert | \$ _____ | \$ _____ |
| 2a. | 50,000 | Honor Roll Insert | \$ _____ | \$ _____ |
| | 100,000 | Honor Roll Insert See attached Specifications in Project Description section on Page 3 Provide a sample of specific work previously completed comparable to this projects scope. Provide a sample of the paper stock that the bid amount is based on. NOTE: OUR FORMS MUST BE COMPLETED, SIGNED, AND RETURNED OR YOUR BID MAY BE CONSIDERED INELIGIBLE! | \$ _____ | \$ _____ |

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Printing and Services of the Business Reply Envelopes

| Item 3 | Quantity | Description | Unit Price | Extended Total |
|--------|----------|---|------------|----------------|
| 3. | 100,000 | Business Reply Envelopes | \$ _____ | \$ _____ |
| 3a. | 1 | Each additional thousand | \$ _____ | \$ _____ |
| | | See attached Specifications in Project Description section on Page 3 | | |
| | | Provide a sample of specific work previously completed comparable to this projects scope. | | |
| | | Provide a sample of the paper stock that the bid amount is based on. | | |
| | | <u>NOTE:</u> OUR FORMS MUST BE COMPLETED, SIGNED, AND RETURNED OR YOUR BID MAY BE CONSIDERED INELIGIBLE! | | |

Mailing services for Crimson & Gold Alumni Magazine

| Item 4 | Est. Qty | Description | Unit Price | Extended Total |
|--------|----------|--|------------|----------------|
| 4a | 100,000 | Mailing services for Alumni Magazine – November 2009 mailing | \$ _____ | \$ _____ |
| 4b | 100,000 | Mailing services for Alumni Magazine – March 2010 mailing | \$ _____ | \$ _____ |
| 4c | 1 | Validate mailing list through NCOA | \$ _____ | \$ _____ |
| | | TOTAL | \$ _____ | \$ _____ |

WE SOLICIT YOUR COST SAVING SUGGESTIONS.

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TERMS AND CONDITIONS

- A. FSU reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. FSU reserves the right to request clarification of information submitted, and to request additional information from any proposer. FSU reserves the right to have included in the clarification and any all BAFO's.
- C. FSU reserves the right to award any contract to the next most qualified Contractor, if the successful Contractor does not execute a contract within ten days after the award of the proposal.
- D. Any proposal may be withdrawn up until the date and time set for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell FSU, the services described in the attached specifications, or until one or more of the proposals have been approved, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by FSU shall be in a form supplied or approved by FSU and conform to specifications in this Bid document. No work should be started prior to receiving a Purchase Order (PO), nor will FSU be held responsible for any cost not accounted for on the PO. Furthermore all invoices sent to FSU must have the PO number listed.
- F. FSU reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this Bid.
- G. Payment will be made based on the project plan timeline and within thirty (30) days from the receipt of a correct invoice or billing statement.
- H. The Contractor shall defend, indemnify, and hold harmless FSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of Contractor or any agent, employee, or supplier of Contractor in the execution or performance of this Contract. This clause shall survive termination of the Agreement.
- I. Responses may include proprietary or confidential information. FSU will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
- J. FSU may at its option and discretion terminate the Contract at any time, for any reason whatsoever, by giving a written notice (the "Notice of Termination") to the Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work as set forth in the notice. In the event of termination, FSU shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Contractor's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work.
- K. FSU will not consider any Proposal that bears a copyright. All work provided by the successful Contractor becomes the sole proprietary property of FSU, to be reproduced, presented, and/or distributed at its sole discretion.

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QUOTATION REQUEST INSTRUCTIONS

1. **PURCHASING POLICY:** Purchasing for FERRIS STATE UNIVERSITY (FSU) shall be handled in a manner providing fair opportunity to all businesses, including woman-owned and minority-owned businesses. This shall be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of FSU. The FSU Purchasing Officer has the vested authority to make the final decision on the award of a contract or purchase order.
2. **PRICES AND NOTATIONS** must be typed or in ink. Prices shall be for new items only, unless specified otherwise in the Quotation Request. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the quotation.
3. **UNIT PRICES** should be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. Extend and total the bid. In case of discrepancies between unit price and extended price, the unit price will be the basis for award.
4. **DELIVERY TIME** is a part of the consideration for the award and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state.
5. **QUOTATIONS:** A quotation must be signed by an authorized officer and/or employee of the company appearing on the Quotation Request. The signature represents a binding commitment upon the company to provide such goods and/or services offered to FSU should it be determined the lowest responsive bidder.
6. **TAXES:** Ferris State University is exempt from Federal excise and State sales taxes, and such taxes shall not be included in the bid price. Federal Excise Tax Exemption Certificates will be furnished with the purchase order, if so requested on the bid.
7. **SAMPLES** of items, when required, must be furnished free of expense and, if not destroyed by tests, will be returned at bidder's expense. Samples must be received on or before bid opening, if so requested on the bid.
8. **DELIVERY TERMS:** Unless otherwise stated, bids shall be quoted "F.O.B. Delivered" with all transportation charges prepaid. "F.O.B. Delivered" means delivered to the dock of FSU receiving department listed on the order and will include all charges for packing, transportation, etc.
9. **CANCELLATION OF CONTRACT** by FSU may be for a) default of the contractor, or b) lack of further need for the service or commodity. Default is defined as the failure of the contractor to fulfill the obligations of the quotation, contract or purchase order. In case of default by the contractor, FSU may immediately cancel the contract or purchase order and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event FSU no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices or lack of funding, FSU may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.
10. **NO BID RESPONSES:** Bidders who cannot quote should return the first page of this form stating the reason for not bidding. Failure to return this form may result in removal of the bidder's name from all bidder lists.
11. **SPECIFICATIONS:** Specifications which refer to brand names are given for reference only. Complete descriptive literature must be furnished prior to bid opening. Bidders may quote on equivalent goods, provided brand name, catalog number and any deviations are noted on the bid. When equivalent goods will not be accepted, the quotation will state "DO NOT SUBSTITUTE."

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12. **ALTERNATE BIDS:** Bidders may offer alternate bids which are at variance from the express specifications of the quotation, and FSU reserves the right to consider and accept such bids if, in the judgment of the Purchasing Officer, the alternate bid will produce goods and/or services equal to or better than those which would be supplied by following the express specifications of the quotation, and acceptance of the alternate bid is deemed to serve the best interest of FSU. An alternate must clearly describe all variances from the express specifications.
13. **AWARD:** FSU reserves the right to award by item, group of items, or total bid. FSU further reserves the right to reject any and all bids if it is determined by the FSU Purchasing Officer that the best interest of FSU will be served by doing so. In determining an award, qualifications of the bidder, conformity with specifications of goods and/or services, costs, payment terms and delivery terms will be considered.
14. **RECEIPT OF BIDS:** It is the bidder's responsibility to insure that bids are received in the Purchasing Office prior to the date and time specified on the face of the bid. This responsibility rests entirely with the bidder; there are no exceptions for postal delays or any other reason. Late bids will not be accepted or considered except under the following circumstances: a) bids received on time do not meet specifications, or b) no other bids are received. Bids received via fax are acceptable unless otherwise noted or multiples copies are requested.
15. **INSPECTION:** All goods are subject to inspection and testing. In the event goods are defective in material or workmanship or otherwise fail to meet the requirements of the quotation, FSU shall have the right to reject or retain the goods and correct the defects. The contractor shall pay FSU for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The contractor must arrange for return of said goods, including paying for handling, packing, and transportation costs. FSU has the authority to dispose of the goods without further liability to FSU if the contractor fails to make such arrangements within the specified time period.
16. **NON-DISCRIMINATION CLAUSE:** In the performance of any contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin, ancestry, age, sex, height, weight, marital status or handicap. The bidder further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to Act No. 453 of the Public Acts of the State of Michigan 1976, as amended, and any breach thereof may be regarded as a material breach of the contract or purchase order.
17. FSU supports the development of minority-owned businesses and woman-owned businesses.
MINORITY-OWNED BUSINESS means a business enterprise of which more than 50 percent of the voting shares or interest in the business is owned, controlled, and operated by individuals who are members of a minority and with respect to which more than 50 percent of the net profit or loss attributable to the business accrues to shareholders who are members of a minority. **MINORITY** means a person who is black, Hispanic, oriental, Eskimo, or an American Indian who is not less than 1/4 quantum Indian blood as certified by the person's tribal association and verified by the Indian Affairs Commission.
WOMAN-OWNED BUSINESS means a business of which more than 50 percent of the voting shares or interest in the business is owned, controlled, and operated by women and with respect to which more than 50 percent of the net profit or loss attributable to the business accrues to the women shareholders.
CONTROLLED means exercising the power to make policy decisions in business.
OPERATED means the activity of being involved in the day-to-day management of a business.
18. "Buy American - Ferris State University endeavors to buy products and services produced or manufactured in the United States of America whenever possible. The University will not purchase foreign goods or services if competitively priced American goods or services of comparable quality are available.