

INVITATION TO BID NUMBER 0052007

RETURN THIS BID TO:

**Attention ITB #0052007/Printing Services
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 09/18/06

ITB TITLE: PRINTING SERVICES

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT or HIS DESIGNEE PRIOR TO THE BID OPENING ON OCTOBER 9th, 2006 AT 11:00AM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

OPENING LOCATION: Town of Scarborough, Town Hall, located at 259 US Route One Scarborough, ME 04070-0360 in the Town Manager's Conference Room, Main Level.

F.O.B. POINT: FINAL DESTINATION

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED TO KEITH MATHERNE, PURCHASING AGENT, at (207) 730 4089 or kmathern@ci.scarborough.me.us. THE PREFERRED METHOD IS VIA EMAIL.

IMPORTANT NOTICE: If you received this solicitation from the Town's web site, you must register with the Purchasing Agent to receive subsequent amendments.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the contracting for printing services with the Town of Scarborough's Community Services Department.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

PAYMENT FOR TOWN PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to the Town of Scarborough, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

FEDERAL EXCISE TAX: The Town of Scarborough is exempt from all Federal Excise Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Keith Matherne, Purchasing Agent or Bruce Gullifer, Department of Community Services.

SHIPPING DAMAGE: The Town will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The Town will provide the contractor with written notice when damaged goods are received. The Town will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains

higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engage in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements of the Industrial Accident Commission.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the Town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. The Town of Scarborough must be named as an additional insured in the policy. The Contractor covenants and agrees to hold the Town of Scarborough and its employees, agents, and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. An umbrella policy in the amount of \$400,000 covering the underlying policies. All policies shall be so written that the Purchasing Agent's office of the Town of

Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract. The Contractor agrees to hold the Town harmless from any claims so made and to indemnify the Town, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorneys fees arising out of the operation of the contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limit of liability for property damage in the amount of \$50,000 / \$100,000 aggregate.

Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsible and to reject the bid.

SUPPORTING INFORMATION: The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

CONTRACT PERIOD: From date of award through June 30th, 2007 or when Fall 2007 brochure has been delivered whichever occurs first.

CONTRACT PRICES: Contract prices are to remain firm through the duration the contract(s) and the extension or renewal of the contract(s).

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the Town. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

SAMPLES REQUIRED: At the discretion of the Community Services Director and upon his request, the contractor will be required to submit samples of the brochures to be printed for inspection and evaluation. The contractor's failure to submit the samples or the Town's rejection of the samples for failure to meet the ITB's specifications will cause the Town to cancel the contract. An award will then be made to the next low bidder.

ALTERATIONS: The contractor must obtain the written approval from the Purchasing agent prior to making any alterations to the specifications contained in this ITB. The Town will not pay for alterations that are not approved in advance and in writing by the contracting officer.

DELIVERY TIME: The elapsed time between the time the Town places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

F.O.B. POINT: The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the Town's order. The contractor will be required to prepay the freight charges from the F.O.B. point to the ultimate destination. The contractor may charge-back the freight charges from the F.O.B. point to the ultimate destination as a separate item on the Town's invoice.

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. The Town will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the Town.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the Town's estimated requirements and may vary more or less from the quantities actually purchased. The Town does

not guarantee any minimum purchase. Orders will be issued a minimum of three (3) times during the contract period by the Community Services Department on an as scheduled basis.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner. Unless otherwise specified, press work and composition will be of a good quality; producing a clean, clear, sharp impression. The contractor will be held responsible for the quality of the finished work. If any job is rejected because of error attributable to the contractor or authorized subcontractor, the Town may, at its option, receive a no cost reprint, negotiate a lower price, or hold the contractor in default.

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience upon seven (7) calendar day written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made by line item to the lowest responsive and responsible bidder. To be considered responsive, the bidder must meet the specifications, terms, and conditions of this ITB and the bid must be determined to be responsible. This determination may be determined by (but not limited to) past experience with the bidder (if applicable), references, and jobs of similar size and scope.

SPECIFICATIONS

The Town of Scarborough Community Services Department produces three brochures a year. Total estimated quantity of these print jobs will be approximately 10,000 brochures for each job request for an approximate total of 30,000 over the contract term. These brochures must be mailed out to each resident in the Town of Scarborough, with the balance being sent to the Community Services Department (exact figures will depend on the number of households at the time of distribution). The contractor is expected to provide mailing services and will be given an address listing of each household. The following is the scheduled deadlines for submission of material to the printer, and subsequent distribution of the brochures to the residents:

Winter/Spring 2006-2007 Brochure:

November 3rd, 2006: Town of Scarborough Community Services Department to submit to printer.

December 1st, 2006: Brochures must be approved, printed and distributed to all households.

Summer 2007 Brochure:

April 6th, 2007: Town of Scarborough Community Services Department to submit to printer.

May 4th, 2007: Brochures must be approved, printed and distributed to all households.

Fall 2007 Brochure:

June 1st, 2007: Town of Scarborough Community Services Department to submit to printer.

June 29th, 2007: Brochures must be approved, printed and distributed to all households.

The brochure is available in Adobe PDF, or in Microsoft Publisher. A rate on any additional work on the file provided should be listed separately. Each brochure will consist of approximately 32 pages (but this may vary) and have a full color front and back cover. It will have black on inside pages, and shall be printed, folded, collated, saddle stitched, and bundled in sets of 25. They must be delivered to the post office by the date schedules above. The postage should be pre-paid, and added to the invoice.

BID SCHEDULE

THIS PAGE MUST BE INCLUDED

The UNDERSIGNED hereby declare that he, she or they are the only person(s), firm or corporation interested in this ITB as principal; that it is made without connection with any other person(s), firm or corporation submitting a bid for the same.

The UNDERSIGNED hereby declare that they have read and understand all conditions as outlined herein, and that proposal is made in accordance with the same.

The UNDERSIGNED hereby declare that any person(s) employed by the Town of Scarborough, Maine who has direct or indirect personal or financial interest in this proposal, or in any profits that maybe derived there from, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a Town employee who is related to any officers, employees, principals or shareholders of your firm or you. If in doubt of status or interest, please disclose to the extent known).

The UNDERSIGNED acknowledges the receipt of Addenda numbered _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

(PRINT) NAME AND TITLE _____

ADDRESS: _____

DAYTIME PHONE #: _____

TYPE OF ORGANIZATION-INDIVIDUAL, PARTNERSHIP, OTHER, CORPORATION

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX ID/SOCIAL SECURITY NUMBER: _____

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

ITEM 1. Price per brochure

\$ _____

Price for three (3) mailings of 10,000 brochures each

\$ _____

PROJECT COMPLETION AFTER RECIEPT OF EACH REQUEST

_____ **CALENDAR DAYS**

ITB#0052007 Mailing List

Spectrum Printing & Graphics
Attn: Tina Lajoie
1000 Riverside Street
Portland, Maine 04103

Port Printing Solutions
Attn: Mike Concannon
120 Thadeus Street, Unit 4
South Portland, ME 04106

SPIRE Express
Attn: Kris Archer
477 Congress Street
Portland, ME 04101

Brown Fox Printing
PO Box 897
253 US Route One
Scarborough, ME 04070-0897

Journeyman Press
11 Malcolm Hoyt Drive
Newburyport, MA 01950

TO: PRINTING SERVICE BIDDERS
FROM: KEITH L. MATHERNE, PURCHASING AGENT
SUBJECT: BID AMENDMENT #1
DATE: 9/18/06
CC: BRUCE GULLIFER, COMMUNITY SERVICES DIRECTOR

Dear potential bidder,

This specification amendment was issued and mailed/e-mailed to all bidders and posted on the town's web site for clarification.

This is in addition to the specifications section which can be found on page 7 of the bid document.

The paper size shall be 60lb opaque for the cover, and 60lb opaque for the inside pages. The cover shall be color on the outside, and black and white on the inside.

Samples of the previous brochure can be obtained by request.

Please do not hesitate to contact me if you have any questions with this specification clarification.

Best Regards

Keith Matherne

TO: PRINTING SERVICE BIDDERS
FROM: KEITH L. MATHERNE, PURCHASING AGENT
SUBJECT: BID AMENDMENT #2
DATE: 9/25/06
CC: BRUCE GULLIFER, COMMUNITY SERVICES DIRECTOR

Dear potential bidder,

This specification amendment was issued as a result of vendor questions regarding the specification and mailed/e-mailed to all bidders and posted on the town's web site for clarification.

The questions asked are as follows:

1. Do these all print at the same time or in lots of 10,000?
2. Are there any cover or text changes due to different times of the year? And is that available all at once or 3 different times?

With regards to question 1; the prints are done at three different times per year. Each lot will be approximately 10,000. This number is subject to change as it is contingent upon the total households in the Town.

With regards to question 2, part one; there are cover and text changes for each lot which reflect the time of year. Each brochure file will be available approximately one month prior to the printing/ mailing deadline to the vendor.

Please do not hesitate to contact me if you have any questions with this bid amendment.

Best Regards

Keith Matherne

TO: PRINTING SERVICE BIDDERS
FROM: KEITH L. MATHERNE, PURCHASING AGENT
SUBJECT: BID AMENDMENT #3
DATE: 10/03/06
CC: BRUCE GULLIFER, COMMUNITY SERVICES DIRECTOR

Dear potential bidder,

This specification amendment is issued with regards to the bid opening date.

Because October 9th, 2006 is a recognized holiday by the Town of Scarborough and Town Hall will be closed on that day, the bid opening is rescheduled for October 10th, 2006 at 11:00am in the same location.

Please do not hesitate to contact me if you have any questions with this bid amendment.

Best Regards

Keith Matherne