

## **Instructions to Bidders for Responding to Contract Terms and Conditions**

The Contract provided as an attachment to this RFB or RFP ("RFx") represents the terms and conditions the State expects to execute with the successful bidder. Bidders must accept the Contract or submit point-by-point exceptions to the Contract along with proposed changes to the language for each exception. The State in its sole discretion may accept or reject any changes to the Contract proposed by the successful bidder. Bidders may not submit their own contract document as a substitute for the Contract.

Bidders must observe the following when proposing changes to the Contract:

- (a) The bidder shall not view the possibility of proposing changes as an opportunity to rewrite the Contract. The bidder shall accept as part of its response to this RFx the terms of the Contract and suggest changes only if the bidder cannot comply with any particular provision, or if a particular provision would be inconsistent with the bidder's bid.
- (b) It is imperative that the proposed Contract be reviewed at this time by everyone in bidder's organization whose authorization or approval may be required; that the requested changes fully reflect such review.
- (c) The bidder shall not make conceptual or general exceptions that certain sections require additional discussion or negotiation. Any requested changes to the Contract must be specific and fully explained per these instructions.
- (d) If the bidder proposes changes to a provision in the Contract, the bidder shall edit the language of the provision by striking out words or inserting words in the text of the provision within the copy of the Contract accompanying this RFx. Any new text and deletions of original text shall be clearly reflected through the use of Microsoft Word's "Track Changes" function. Bidders shall avoid complete deletion and substitution of entire provisions, unless the deleted provision is rejected in its entirety and substituted with a substantively different provision; wholesale substitutions of provisions shall not be made in lieu of strategic edits required to reflect bidder-requested modifications.
- (e) Immediately after a proposed revision, the bidder shall add a concise explanation concerning the reason for the requested revision. Such explanations shall be separate and distinct from the edited text and marked "[Explanation:]" or similar.
- (f) If bidder is unwilling to accept a particular provision under any circumstances, such complete rejection shall be indicated by a mark-through of the entire provision using Microsoft Word's "Track Changes" function. A concise explanation for the rejection shall be included immediately following the deleted provision, marked "[Explanation:]" or similar.
- (g) All provisions for which no changes are requested shall be assumed accepted by the bidder as written and shall not be subject to further negotiation or change of any kind unless proposed by the State.

**CONTRACT FOR  
Class 3 Printing of Book Publications Collated and / or Bound  
(Contract #505ENT-M19-HEATSET-01)**

**BETWEEN**

**THE STATE OF WISCONSIN,**

**Department of Administration (Agency)**

**AND**

**Royle Printing (Contractor)**

**Initial Term: One (1) Year from Effective Date**

**Renewal Term: Two (2) One (1)-Year Renewals**

This Contract is between the State of Wisconsin ("State") as represented by the Department of Administration, State Bureau of Procurement, ("State") and Royle Printing, ("Contractor").

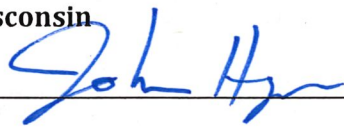
This Contract and the following documents incorporated by reference into the Contract constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. This Contract may not be modified or amended except by mutual agreement of both parties in writing. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

- a. The terms of this Contract.
- b. The terms of (RFB) # 29307-WEG, including any amendments thereto.
- c. The terms of Contractor's Bid, including any exceptions to the (RFB) if accepted by the State in writing.

The State of Wisconsin's requirements are provided in its Request for Bid ("RFB") #28307-WEG including any amendments thereto, and Contractor's response, as, accepted by the State.

**IN WITNESS WHEREOF**, the Parties hereto by their duly authorized representatives have executed this Contract with full knowledge of and agreement with the terms and conditions of this Contract.

**State of Wisconsin**

Signature: 

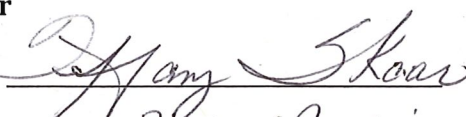
Agency Name: Department of Administration

Name: John Hogan

Title: Deputy Secretary

Date: 01/02/2019

**Contractor**

Signature: 

Company Name: Royle Printing

Name: Tiffany Skaar

Title: Account Executive

Date: 12/11/18

## STATE OF WISCONSIN COMMODITIES CONTRACT

1. **DEFINITIONS.** Words and terms shall be given their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

**“Acceptance”** means a manifestation of assent by the State to the terms, Services, Goods or other items offered by the Contractor under the Contract after Inspection by the State.

**“Agency”** or “State Agency” means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority, as defined in Wis. Stat. s. 16.70(2).

**“Business Day”** means any day on which the Contracting Agency is open for business.

**“Confidential Information”** means all tangible and intangible information and materials being disclosed in connection with this Contract, in any form or medium without regard to whether the information is owned by the State or by a third party, which satisfies at least one of the following criteria:

- a. Personally Identifiable Information;
- b. Proprietary Information;
- c. non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
- d. information expressly designated as confidential in writing by the State. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

**“Contracted Personnel”** means a Contractor’s employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor to render Services under this Contract.

**“Contracting Agency”** means the Agency entering into this Contract on behalf of the State.

**“Day”** means calendar day unless otherwise specified in this Contract.

**“Default”** means the omission or failure to perform a contractual duty or provide Goods or Services as contractually required.

**“Goods”** means articles of trade or items of merchandise, supplies, raw materials, or finished products, and may also include incidental or related Services as the situation may require.

**“Inspection”** means an examination of Goods provided under this Contract in order to determine their fitness for use.

**“Personally Identifiable Information”** means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial

account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**"Proprietary Information"** means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- a. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- b. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

**"Properly-submitted Invoice"** is one that is submitted in accordance with instructions contained on the State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

**"Purchase Order"** means the State's standard document of a purchase of Goods or Services.

**"Services"** means all work performed, and labor, actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under this Contract.

**"State"** means the State of Wisconsin.

**"Subcontract"** means an agreement, written or oral, between the Contractor and any other party to fulfill the requirements and performance obligations of this Contract.

**"Subcontractor"** means an entity that enters into a Subcontract, with the Contractor for the purpose of delivering Goods or rendering Services to the State.

**"Work Center"** means a charitable organization or nonprofit institution which is licensed under s. 104.07 and incorporated in this State or a unit of county government which is operated for the purpose of carrying out a program of rehabilitation for severely handicapped individuals and for providing the individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature, and which is engaged in the production of materials, supplies or equipment or the performance of contractual services in connection with which not less than 75% of the total hours of direct labor are performed by severely handicapped individuals.

2. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Wisconsin. Venue for any action brought under this Contract shall lie in Madison, Dane County, Wisconsin.
3. **TERM.** The initial term of this Contract shall be for one (1) year from the effective date. This Contract is eligible for two (2) mutually agreed upon one (1) year renewals, unless terminated as provided herein.
4. **TERMINATION FOR CAUSE.** The State may terminate this Contract after providing the Contractor with thirty (30) Days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate this Contract after providing the State with one hundred twenty (120) Days written notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

5. **TERMINATION FOR CONVENIENCE.** The State may terminate this Contract at any time, without cause, by providing a written notice to the other party at least thirty (30) Days in advance of the intended date of termination.

Contractor may terminate this Contract at any time, without cause, by providing a written notice to the other party at least one hundred twenty (120) Days in advance of the intended date of termination.

In the event of a termination for convenience, the Contractor shall be entitled to receive compensation for any completed or partially completed Services rendered or Goods provided under the Contract. Compensation for partially completed Services shall be no more than the percentage of completion of the Services requested, as determined by the State in its sole discretion, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual Service hours provided. The State shall be entitled to a refund for Goods or Services paid for but not received or implemented, such refund to be paid within 30 Days of written notice to the Contractor requesting the refund.

6. **CONTRACT CANCELLATION:**

- a. The State reserves the right to cancel this Contract in whole or in part without penalty, and without prior notice, if the Contractor:
  - Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
  - Makes an assignment for the benefit of creditors
  - Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
  - Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, or
  - Performs in a manner that threatens the health or safety of a State employee, citizen, or customer.
- b. The State reserves the right to cancel this Contract in whole or in part without penalty, with 30 days' notice, if the Contractor:
  - Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
  - Incurs a delinquent Wisconsin tax liability;
  - Fails to submit a non-discrimination or affirmative action plan as required herein.
  - Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law); or
  - Becomes a state or federally debarred contractor.

7. **GENERAL:** These standard conditions, the accompanying detailed specifications, all purchase orders, all statutory requirements, and all conditions contained in the bid documents become, by reference, a part of any award or contract. If a specific clause or specification of the above is contrary to these conditions, that clause or specification prevails. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless

expressly agreed to in writing by the contracting authority. All references to the "State" mean the State of Wisconsin.

Public printing is defined by state law as all graphic reproduction by whatever process and the necessary material and binding, that is paid for with state funds or funds handled through state accounting and disbursing channels.

8. **OBLIGATIONS OF STATE:** The obligations of the State of Wisconsin include placing orders, providing copy, reading proof, and paying for work officially ordered, received, and accepted. When specified, the state agency may furnish paper.
9. **OBLIGATIONS / RESTRICTIONS OF CONTRACTOR:** The contractor is responsible for producing the type of work described in the bid and contract and for providing all materials, service, shipping, insurance, and other costs incidental to and necessary for manufacturing and delivering the printed product. After acceptance of order, the contractor is responsible for completion, including work it is unable to accomplish in its own plant, with no additional cost to the State.

The State may require contractors to furnish a reasonable amount of technical assistance to state agencies. The State may require contractors to furnish reports of contract activity.

*Ownership of Materials:* All materials and electronic files produced or procured by the contractor for the State become State property. Contractor will immediately transfer possession of all items when so requested by the State. In the absence of another written agreement, all costs associated with the return of materials shall be borne by the contractor. All materials returned must be properly wrapped and identified by order number.

*Security:* Contractors must take all reasonable precautions necessary to protect against the unlawful use and distribution of printed materials and the control of production materials (e.g. plates, film, type, paper, copy and electronic documents). The only distribution authorized appears on the official purchase order. Samples of work requiring special security measures, which are furnished as audit or correspondence samples, must be hole punched or similarly voided to assure non-use. Shipment security is the responsibility of the contractor.

*Liability:* The contractor must assume all costs and responsibility for the use of any patented equipment, processes or procedures used or incorporated in the manufacturing, distribution or sale of materials, or services bid. The contractor shall indemnify, hold harmless and defend the State of Wisconsin and its agencies, officers, officials, employees and agents from all liability arising out of the contractor's performance under the contract.

*Labor Laws:* The contractor, by submitting a bid, guarantees that the articles described and sold to the State will be manufactured or produced in accordance with applicable state and federal labor laws.

*Subletting:* The contractor may not transfer, assign, or sublet any state work without the prior consent of the State, nor may any of the work be performed outside of the contractor's plant without advance approval. Such approval must be requested and approved in writing. The contractor is responsible for subcontracted work. No price increase will be granted for subletting. Unauthorized subletting may result in cancellation of the contract.

*Vendor Name or Logotype:* Printing contractors will not affix their company label, name, logotype, union bug or other identifying information to any printing for the State.

*Promotional Advertising / News releases:* Reference to or use of the State of Wisconsin, any of its departments, agencies or other sub-units, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

- 10. BIDDING:** The State of Wisconsin reserves the right to accept or reject any or all bids, to waive any technicalities in any bid submitted, and/or to rebid if necessary, as deemed in the best interest of the State of Wisconsin. Conditional or alternate bids may be rejected.

Official Sealed Bids must be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids date and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office.

As of the announced date and hour of the bid opening, all bids become firm and cannot be altered. Until the award is made, bidders who identify errors in their bids may withdraw their bids. Bid prices are firm for acceptance for 30 days from bid opening, and in the case of award, for the full contract period.

All Official Sealed Bid openings are public. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

*Collusion:* By submitting a quotation on a bid inquiry, the bidder implies unconditional acceptance of the statement: "We as bidders depose that we as individuals, the business firm which we represent, or any agent or representative of said firm, have not in any manner, directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition in connection with this bidding; that the bid submitted has been independently arrived at without collusion with any bidder or any other competitor; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, or to adjust their bid; and that these are accurate statements subject to penalty for perjury."

*Supplemental Data:* Supplemental data necessary to analyze bids may be requested by the State and must be furnished prior to the awarding of any contract.

*Business Ownership:* Bidders may be required to furnish information on the ownership of their companies as well as related parent, co-ownership, and affiliate companies at the time of bid submission. Any major changes in ownership or affiliation during the contract period will be considered a transfer of the contract, and will require approval of the State.

- 11. AWARD:** Awards will be made to the lowest responsive, responsible bidder. Responsibility is determined at the time bids are evaluated, using criteria which may include: previous performance; equipment available and operable in the bidder's plant to satisfactorily handle the type and volume of work being bid; production, technical, and supervisory personnel; experience in type of work bid; location of the plant; delivery of proofs; extra time required for delivery, and ease of communication with printer.

State representatives are to have reasonable communication with and access to the plant(s) of contractors and bidders during regular hours of operation when needed.

*Reciprocity:* Awards for printing will not be made to vendors located in states or foreign entities that implement in-state preferences for the purchase of printing. Proof of reciprocity rests with the bidder.

*Performance Bond:* A successful bidder may be required to post a performance bond. Any performance bond must be underwritten by a firm authorized to conduct business in the State of Wisconsin. Failure to perform satisfactorily may result in cancellation, rejection, reprinting of any order, cancellation of the contract, forfeiture of the performance bond, and/or removal from bidder lists.

- 12. FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.

- 13. ORDERING:** Each printing job is ordered separately, using an official State of Wisconsin Purchase Order. Orders are issued directly from the agencies to the contractor. Changes to an order are provided in writing. If required by the contractor or agency accounting policy, the Purchase Order will be used if the change involves cost. The contractor is expected to review each order for accuracy and completeness and to advise the ordering agency of any discrepancies. Orders must be acknowledged promptly, referencing the order number and delivery date. The acknowledgement becomes a firm delivery commitment.

The contractor must notify the ordering agency when a change in delivery date is anticipated. This notice should be made by telephone and confirmed in writing.

The State reserves the right to cancel any purchase order after it has been written and at any time during the production process. If the order is cancelled before any work has been done, no payment will be made. If the work has already begun when the order is cancelled, the contractor may bill for the labor, materials, and service that have been performed up to the time the cancellation notification was received.

- 14. POST CONTRACT OBLIGATIONS.** Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
- 15. CONTRACTOR COMPLIANCE AND RESPONSIBILITY FOR ACTIONS.** The Contractor shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors. Neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State.

- 16. DELAY AND REMEDY.** If the Contractor fails to remedy any delay or other problem in its performance of its Contract obligations after receiving reasonable notice from the State to do so, the Contractor shall reimburse the State for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction. In case of failure to deliver Goods or Services in accordance with this Contract, the State, upon written notice to the Contractor, may procure such Goods or



Services from other sources as necessary, and the Contractor shall be responsible for the additional cost, including the cost of re-procurement, purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to the State.

17. **WORK CENTER CRITERIA.** The Contractor shall implement processes that allow Agencies to satisfy the State's obligation to purchase goods and services produced by Work Centers certified under the State's Work Center Law, §16.752, Wis. Stat. The Contractor shall include goods provided by Work Centers in its catalog for Agencies and block the sale of comparable items to Agencies.
18. **NON-APPROPRIATION.** The State reserves the right to cancel this Contract in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Contract.
19. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
  - Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees and Contracted Personnel engaged in the work performed under this Contract;
  - Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
  - Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
  - Certificate of Insurance, showing up-to-date coverage, shall be on file in the Contracting Agency before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted.

20. **NONDISCRIMINATION AND AFFIRMATIVE ACTION.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, national origin, developmental disability as defined in § 51.01(5), Wis. Stats., or sexual orientation as defined in § 111.32(13m), Wis. Stats. This provision shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities.

Unless exempted by workforce size (50 or fewer employees) or Contract amount (\$50,000 or less), the Contractor must submit a written affirmative action plan to the State.

The Contractor shall post the notice provided by the State, setting forth the provisions of the State's nondiscrimination laws, in its workplace, website or conspicuous places in order that the Contractor's employees and applicants for employment are able to read it.

Failure to comply with the conditions of this provision may result in the following consequences:

- termination of this Contract as provided in Section 6, Contract Cancellation herein,
- designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or
- withholding of a payment due under the Contract until the Contractor is in compliance

Effective October 27, 2017, consistent with 2017 Wisconsin Executive Order 261, Contractor agrees it is not engaged in a boycott of the State of Israel and further, Contractor will not during the term of the Contract engage in a boycott of the State of Israel. State agencies may not execute a contract and reserve the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.

- 21. STATE PAYMENT OFFSETS FOR CONTRACTOR'S DELINQUENCY.** The State shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. The State also reserves the right to cancel this Contract as provided in Section 6, Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the term of the Contract.
- 22. REMEDIES AND DAMAGES:** When a contractor fails to comply with contract requirements, when a delivered item is improperly produced or otherwise not to specifications, or when time is of the essence and there is insufficient time to reprint, the contractor may be assessed damages for any order or part of an order that is overdue or defective. A late delivery charge in an amount not more than five percent (5%) per day of the net due printer for each working day the contractor is late may be charged to the contractor. The late delivery fee may be deducted from any payments due the contractor.

Contractors whose default has caused additional expense to the agency may be assessed liquidated damages to compensate the agency for actual damages incurred.

In addition to the provisions stated above, in the event contractor shall default in any of the covenants, agreements, commitments, terms or conditions herein contained, the State shall have all other rights and remedies which it may have at law or in equity against contractor.

No failure to exercise and no delay in exercising any right, power or remedy hereunder on the part of the State or contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the State or contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

- 23. CONTRACTOR INDEMNIFICATION.** Contractor shall hold the State harmless and shall defend and indemnify the State, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or Subcontractors.
- 24. CONFIDENTIAL INFORMATION.**
- a. Disclosures**
- In connection with the performance of work hereunder, it may be necessary for the State to disclose to the Contractor Confidential Information. The Contractor shall not use such information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractor shall hold all such information in confidence and shall not disclose such information to any persons other than its directors, officers, employees, and agents who have a business-related need to have access to such

information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of such information while in its possession or control including transportation, whether physically or electronically. If Contractor becomes aware of a data security breach, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of such information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain such information of the State, as directed.

The Contractor shall maintain all such information for a period of six (6) years from the date of termination of this Contract and shall thereafter return or destroy said information as directed by the State.

**b. Equitable Relief: Indemnification in Event of Contractor Breach**

*Indemnification:* In the event of a breach of this Section by Contractor, Contractor shall indemnify, defend and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Subcontractors, employees and agents, including but not limited to disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section and, with respect to Personally Identifiable Information, the costs of monitoring the credit of all persons whose Personally Identifiable Information was disclosed.

*Equitable Relief:* The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

- 25. INTELLECTUAL PROPERTY INFRINGEMENT AND LABOR STANDARDS.** The Contractor guarantees that any items provided to the State hereunder were manufactured or produced in accordance with applicable state and federal labor laws, and that the sale or use of said items shall not infringe any United States patent, copyright, or other intellectual property rights of others. The Contractor shall at its own expense indemnify, defend and hold the State harmless from any claims brought against the State for any alleged patent, copyright or other intellectual property right infringement due to the sale or use of such items, provided that the Contractor is promptly notified of such suit, and is given all related documents. The Contractor shall pay all costs, damages, and profits recoverable in any such infringement lawsuit.
- 26. PACKAGING:** All printed matter must be firmly packed in cartons to protect against jamming and shifting, spoilage, loss, or damage during delivery. Each order must be packed separately. When specified, cartons must be delivered on skids or pallets. Packaging materials, including cartons, skids, and pallets, must be furnished by the contractor.

Corrugated board cartons (200 lb. test or stronger) must be uniform in size and suitable for shelf storage and employee handling. Oversized, overweight, or weak cartons are unacceptable. Loaded cartons must not weigh more than 40 pounds each.

Each carton in a shipment must be clearly labeled with: Purchase order number; ordering agency; delivery address (as shown on purchase order); item contained; numbering sequence contained, if applicable; and total order and quantity per carton.

**27. DELIVERY:**

Delivery Requirements: Printing must be delivered as specified. All deliveries are F.O.B. inside destination door to any Wisconsin state agency location. Contractors are not required to deliver elsewhere within a building. Unless otherwise noted on the order, delivery hours are 8:00 a.m. to 3:00 p.m., Monday through Friday, except state holidays.

Unless otherwise specified, contractors are required to ship to only one destination on each order. When an order specifies delivery to more than one point, the contractor may charge for the additional deliveries. Freight bills must accompany the invoice to verify the extra charges.

*Overruns and underruns:* Overruns or underruns are not to exceed 3% on quantities ordered up to 10,000 and 1% on quantities ordered over 10,000, unless otherwise stated in the bid/contract documents. The contractor will be paid for the actual quantity delivered within this tolerance.

*Unavoidable Emergencies:* The contractor will be excused for delays due to uncontrollable causes, such as natural disasters, national emergencies, strikes, or fires. Production problems are not considered unavoidable emergencies. The contractor must notify the ordering agency in writing, of such developments immediately, stating the reason, justification, and estimated extent of the delay. Under these conditions the State may, in its sole discretion, purchase from other sources until the situation is remedied and the State is notified in writing.

*Guaranteed Delivery:* Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 28. SHIPPING.** Except as otherwise specified herein, Goods shall be shipped, F.O.B. Destination, and the State shall accept legal title of Goods at the point of delivery. Freight charges shall not be paid by the State, but rather shall be prepaid by the Contractor. Unless otherwise specified, the Contractor shall determine the mode of freight and shall accept responsibility for payment of freight charges and processing of freight claims.
- 29. RISK OF LOSS.** The Contractor shall bear all risks of loss, injury or destruction of the Goods ordered herein that occur prior to delivery. Such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 30. IDENTIFICATION.** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting an order hereunder shall contain the applicable State Purchase Order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to an order, indicating the contents therein. Standard commercial packaging, packing and shipping containers shall be used. If requested by the State, all shipping containers shall be legibly marked or labeled on the outside with State Purchase Order number, product description, and quantity, or as otherwise directed by the State.

31. **LIENS, CLAIMS AND ENCUMBRANCES.** The Contractor warrants and represents that all Goods ordered hereunder are free and clear of all liens, claims or encumbrances of any kind.
32. **WARRANTY OF ITEMS OFFERED.** Goods delivered and Services rendered shall be strictly in accordance with the order placed and may not deviate in any way from the terms, conditions or specifications of this Contract, without the prior written approval of the State. Equipment, materials, or supplies delivered under this Contract are subject to Inspection and testing upon receipt.

The Contractor warrants that the Goods provided shall conform to the specifications in this Contract, are fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Goods offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. Items shall be equal in quality and performance to the standards indicated herein. Goods delivered that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense. The Contractor shall assign to the State its right to recover under any warranties applicable to the Goods offered. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired.

33. **QUALITY:** All printing is expected to meet the following minimum standards: Work must be in register consistent with the type of work being done. Inking must be consistent and uniform throughout in density and color. Colors must be as specified. Folding and punching must be in register. Pages must align with artwork, when applicable. Other finishing must be according to specifications (e.g., packaging, labeling).

Work that does not meet the specified contract standards for quality may be rejected and, if time allows, reprinting may be required at the contractor's expense. No payment will be made for rejected printed matter or services. When time does not allow for a reprint, the State has the right to use the job without compensation to the contractor.

34. **RECEIPT OF GOODS.** The State's receipt of Goods upon delivery is for the sole purpose of identification. Such identification shall not be construed as Acceptance of the Goods if they do not conform to contractual requirements. If there are any apparent defects in the Goods at the time of delivery, the State shall promptly notify the Contractor of its rejection of said Goods. Without limiting any other rights, the State, at its option, may require the Contractor to:

- a. Repair or replace any or all of the defective and rejected Goods at Contractor's expense,
- b. Refund the price of any or all of the defective and rejected Goods, and
- c. Accept the return of any or all of the defective and rejected Goods.

If rejected, the Goods shall remain the property of the Contractor.

35. **INDEPENDENT CONTRACTOR.** The Contractor shall act as an independent contractor in providing any and all Goods and Services under this Contract and, except as otherwise outlined herein, shall maintain complete control over its employees, Contracted Personnel, and Subcontractors, if any.
36. **STATE EMPLOYEES.** The Contractor may not contract with or employ a State employee or an individual retained as a full-time contractor by the State during the term of this Contract.
37. **ANTITRUST ASSIGNMENT.** By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the State all rights, title and interest in and to all causes of action, claims and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States

and the State, relating specifically to that proportionate amount of the particular Goods or Services purchased or acquired by the State under this Contract.

- 38. REFUND OF CREDITS.** Within sixty (60) Days of the State's request, the Contractor shall pay to the State any credits resulting from an order that the State determines cannot be applied to future invoices.
- 39. OWNERSHIP RIGHTS.** Unless an ownership interest is granted or reserved in this Contract, a State Purchase Order issued under this Contract shall allow the State unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the State as part of the performance of the Contract.
- 40. PROMPT PAYMENT.** The State shall pay the Contractor Properly-submitted Invoices within thirty (30) Days of receipt, provided that the Goods or Services to be provided to the State have been delivered, rendered, or installed, and accepted as specified in the solicitation document or this Contract.

If the State fails to pay a Properly-submitted Invoice within thirty (30) Days of receipt, it shall pay a late payment penalty as provided in §16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to § 16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice, and will be exempt from the prompt payment requirement for the disputed portion.

- 41. INVOICING AND PAYMENTS:** A separate invoice for each order must be sent directly to the ordering agency promptly after the job is delivered. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order number and submittal to the correct address for processing. Invoices will not be dated as received or processed for payment until all accompanying items required are received by the State.

The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods have been delivered and accepted as specified.

*Auditing:* Invoices are approved for payment only if they comply with bid, specifications, order, and sample. Adjustments to invoice amounts are made as follows:

Unauthorized charges for tax or pre-paid freight included in bid pricing may be corrected and paid with no prior notification to vendor; a copy of the corrected invoice will be sent to the contractor with payment. The contractor will credit these charges from the state account promptly. All other credit requests will be accomplished according to agency accounting practices, accompanied by a good faith dispute. A good faith dispute creates an exception to prompt payment.

*Overtime:* No compensation for overtime will be allowed for the contractor's failure to meet normal production requirements. Overtime may be allowed to meet unusual requirements when authorized by the State.

*Taxes:* The State of Wisconsin and its agencies are exempt from federal tax and Wisconsin state and local taxes except for Wisconsin excise or occupation tax on specific controlled commodities which do not include printing. The State of Wisconsin may be subject to another state's taxes depending upon the laws of the State from which the purchase is made. The State's federal registration number is 39-73-1021-K. State sales tax exemption numbers may be requested of individual agencies.

- 42. STATE TAX EXEMPTION.** The State is exempt from payment of Wisconsin sales or use tax on all purchases.
- 43. PROMOTIONAL ADVERTISING AND NEWS RELEASES.** Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of the State.
- 44. NOTICE AND CHANGE OF CONTACT INFORMATION.** Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested.
- In the event the Contractor moves or updates contact information, the Contractor shall inform the State of such changes in writing within ten (10) Business Days. The State shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice
- 45. RECORDS, RECORDKEEPING AND RECORD RETENTION.** Pursuant to §19.36 (3) of the Wisconsin Statutes, all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request. The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Contract. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, state and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Contract for six (6) years.
- 46. EXAMINATION OF RECORDS.** The State shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if the State so requests. Any charges for copies of books, documents, papers, records, computer data storage media or computer printouts provided by the Contractor shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation, or expiration of this Contract.
- 47. BREACH NOT WAIVER.** A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or Default other than the event or Default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of Default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.
- 48. ASSIGNMENT OF CONTRACT.** The Contractor shall provide prior written notice to the State before assigning this Contract to another party. The State reserves the right to withhold approval of any such assignment. The terms and conditions of this Contract as well as any rights obligations and liabilities associated with such shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.
- 49. SEVERABILITY.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect.

The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

50. **CONTRACT DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the Contracting Agency, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.
51. **NO GUARANTEE OF QUANTITY.** The State may obtain related Goods and Services from other sources during the term of this Contract. The State makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Goods or Services will be procured through this Contract.
52. **TERMINATION OF PURCHASE ORDER.** The State may terminate a specific Purchase Order issued under this Contract if it determines that the Contractor is unable to deliver the Goods required in a timely manner, in order to meet the business needs of the State.
53. **FORCE MAJEURE.** Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
54. **TIME IS OF THE ESSENCE.** Timely provision of the Goods or Services required under this Contract shall be of the essence of the Contract, including the provision of the Goods or Services within the time agreed or on a date specified.
55. **NO AGENCY RELATIONSHIP.** The Contractor shall not take any action, or make any omission, that may imply, or cause others reasonably to infer that the Contractor is acting as the State's agent in any matter or in any way not expressly authorized by this Contract.
56. **DISCLOSURE.** If a state public official (as defined in §19.42 (14) of the Wisconsin Statutes) or an organization in which a state public official holds at least a 10% interest is or becomes a party to this Agreement, it shall be voidable by the State unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Avenue, Madison, Wisconsin 53703 (Telephone 608-266-8005).
57. **OTHER DOCUMENTS.** The parties to this Contract understand and agree that standard forms or templates may be used for various purposes, including but not limited to, purchase orders, invoices, quotes, 'Website Terms and/or Conditions' or 'click to accept' agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents"). However, any use of Other Documents are not a part of this Contract and are deemed to be for administrative convenience only and the terms therein are of no effect, have no force of law and do not modify the terms of this Contract.



**Class 3 Printing of Heat Set Web Booklet Publications  
Collated and/or Bound Digest or Magazine Sizes**

# **REQUEST FOR BID**

**Class 3 Printing of Heat Set Web  
Booklet Publications  
Collated and/or Bound  
in Digest or Magazine Sizes**

**Request for Bid (RFB) #28307-WEG**

**Issued Date: Monday, October 15, 2018**

**Responses Due: Thursday, November 15, 2018 at 2:00  
PM CT**



# Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes

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## 1 INTRODUCTION AND PURPOSE

Review this section to gain a general understanding of what the State intends to purchase. Reviewing this section will help you determine your ability to meet the Procuring Agency's needs.

# Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes

## 1.1 DEFINITIONS

For the purposes of this Request for Bid (RFB) and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated:

Class 3 Printing	35.01 Public printing; definition and classification. Public printing is divided into 7 classes: (1) Class 1 — All legislative printing and the Laws of Wisconsin.
Additional Charges	means extra charges for items not included in base setup and run charges. It is the pricing for a variety of other operations which may be added as separate line charges.
Agency	means an office, department, agency, institution of higher education, association, society or other body in State government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority.
Authorized User	means any State agency, University of Wisconsin campus, or other State or local public body authorized to use Statewide Contracts, as established in §§ 16.70 (1b), (1e), (2), (4) and (8), 16.73 and 66.0301 of the Wisconsin Statutes.
Base Prices	means pricing for the three (3) main operations: electronic pre-press, press setup, and cutting. These three (3) individual costs make up the "Total Make Ready" and "Run per M" costs.
Bid	means a price quotation specifically given to a prospective purchaser by a prospective seller; a bid is an offer to sell.
Bidder	means any person or entity which submits a competitive bid in response to requests for bids.
Bid Rate	Percent Below Base Prices; At Base Prices; or Percent Above Base Prices; Percentages must be rounded to the nearest thousandth (i. e. 12.635%).
Broker	is someone that acts as an agent for others, as in negotiating Contracts, purchases, or

## Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes

	sales in return for a fee or a commission.
Business Days'	means Monday through Friday 8:00 AM to 4:00 PM CT excluding State holidays.
Contract	means the written document between the Department of Administration (DOA) and the Contractor containing at a minimum, the terms and conditions and the responsibilities of the Contractor and the DOA based on this RFB.
Contract Manager	is the designated Bureau of Procurement staff personnel.
Contractor	means any person, or entity providing equipment, materials, supplies, contractual services to a contracting Agency of the State.
Deductions	is used when ordering an "Exact Rerun" of a previous print job.
Delivery Hours	means delivery hours are 8:00 AM to 3:00 PM, Monday through Friday, except state holidays, unless otherwise noted on the order.
Department	means Department of Administration (DOA).
Description	is the LOT letter, chart number, form size range, quantity range, number of colors, and configuration.
Destination-Inside Door	means shipping/receiving dock.
DPI	means Dots Per Inch.
Final Day	means the date the proof is received by the Ordering Agency.
FOB Destination	means seller pays for and retains title and control of goods until they are delivered, and the Contract of carriage has been completed. The seller selects the carrier and is responsible for the risk of transportation. The seller is responsible for filing claims for loss or damage.
Folding	is for both pricing and additional sheets needed to run an order due to folding errors.
FTP (File Transfer Protocol)	is a standard for transferring files over the Internet. FTP programs and utilities are used to upload and download electronic files such as: web pages, graphics, and other files from your hard drive to a remote server which allows FTP access.

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Good File	means an electronic medium with all graphic and font elements included, that can be processed effectively through a commercial printers prepress/RIP program to make press plates.
Heat Set Web	is a web press equipped with an oven to dry ink.
Letterpress Scoring	is for both pricing and additional sheets needed to run an order due to scoring errors.
Lithographic	is a method for printing using a metal plate with a completely smooth surface.
Lowest responsible Contractor	means the person or entity submitting the competitive bid with the lowest price that meets the Specifications contained in the requests for bids. In establishing the lowest responsible Contractor, all of the following factors may be considered: (a) The financial ability to provide the services required or to complete the Contract; (b) The skill, judgment, experience, and resources to complete the Contract; (c) The necessary facilities, staff, personnel, and equipment to complete the Contract; (d) The demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner; (e) The demonstrated ability to comply in situations where the award is contingent on special considerations subject to the nature of the services or Contract required; and (f) Any other factor determined to be relevant in assessing the Contractor's ability to supply as required. (Adm. 6.01 (9))
Misc Operations Rates	It is a separate file with pricing for additional functions possible with the Contract and are subject to the Contractor's Bid Rate.
Offset Printing	is a commonly used printing technique where the inked image is transferred (or "offset") from a plate to a rubber blanket, then to the printing surface. When used in combination with the lithographic process, which is based on the repulsion of oil and water, the offset technique employs a flat (planographic) image carrier on which the image to be printed obtains ink from

## Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes

	ink rollers, while the non-printing area attracts a water-based film (called "fountain solution"), keeping the non-printing areas ink-free.
Ordering Agency	the State of Wisconsin Agency that will be executing an order under this mandatory Contract
Paper Contract	the State of Wisconsin has a Statewide Mandatory Contract with paper supply companies specializing in press ready paper sheets. Ordering Agencies are to order paper from this Contract and have that paper shipped to the Contracted Print Vendor to be used on their presses for the Ordering Agency print job.
Plus-Cover	means a booklet where the cover is a different paper stock than the body paper stock.
PMS	Pantone Matching System (inks).
Preflight	is a term used in the industry to describe the process of confirming that the digital files required for the printing process are all present, valid, correctly formatted, and of the desired type.
Price Chart	are the base prices used by the agency print managers and authorized users to price out purchase orders for work.
Procurement	means the process of obtaining goods, including all activities from the planning process, preparation, and processing of a requisition, through receipt and approval of the final invoice for payment.
Procuring Agency	means the State agency which conducts the purchasing transaction.
Purchase Card (P-Card)	means State of Wisconsin VISA payment card program.
Raster Image Processor (RIP)	a computer that accepts digital files and creates a print-ready file.
Request for Bid (RFB)	means all documents used for soliciting bids.
Self-Cover	means a booklet where the cover and the body use the same paper stock.
Skid / Pallet	means pack cartons on 4-way pallets. The pallets must be four-way entry, block design,

## Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes

	general purpose, and nonreversible size 36" x 48". A packing slip shall be on each pallet describing contents of that pallet. Use cross-stacking for each layer of cartons to ensure stability. Cartons shall be placed on the pallets so the outside carton panels on each side of the pallet are in the same vertical plane, i.e. flush sides. Stretch wrap with sufficient layers and/or thickness to prevent movement during shipment.
Specification	means a description of what the procuring agency requires and, consequently, what a Contractor must offer to be considered for an award. A Specification may be a description of the physical or functional characteristics, or of the nature of a supply. It may include a description of any requirement for inspecting, testing, or preparing a supply item for delivery, the necessary performance criteria, and a description of the procedures to be followed when submitting and evaluating bid.
State	means State of Wisconsin.
State Holidays	are days on which state agencies are legally closed and usually coincide with federal holidays in the United States; however, each state defines its own state holidays.
Stock Usage	are calculations for number of sheets needed to run an order based on the parent sheet size and the number of images per sheet plus wasted paper when bring a press up to speed.
Vendor Index	is a definition/description of each LOT.
Working Days	are Monday through Friday, 8:00 AM to 3:00 PM CT, except state holidays.



# Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes

## 1.2 PURPOSE AND SCOPE OF THE REQUEST FOR BID

The purpose of this document is to provide interested parties with information to prepare and submit a bid for Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound in Digest or Magazine Sizes for the State of Wisconsin.

The State, as represented by the Department of Administration, State Bureau of Procurement, intends to use the results of this process to award Contract(s) for the above said printing per Chapter 35.29 of the Wisconsin Statutes.

This Request for Bid (RFB) will result in a statewide mandatory Contract for the printing of booklet publications bound and/or collated using the Heat Set Web lithographic printing process. These publications are described as:

	Page Count	Signature Size	Publication Size	Quantity
<b>Digest</b>	16 to 128	32	5-3/8 x 8-3/8	10,000 up to 500,000
<b>Magazine</b>	8 to 144	16	8-3/8 x 10-7/8	10,000 up to 500,000

Other sizes under or over these sizes must be negotiated between the Contractor and the Ordering Agency.

All printing on this Contract is by the Heat Set Web lithographic process on both coated and uncoated papers. This Contract will include sheet fed or web covers for these publications, printed either one (1) or two (2) sided with up to six (6) colors of ink. Also included are bindery operations such as collating, saddle-stitching, and perfect binding. Price charts include other finishing operations such as scoring, perforating, and drilling. Other forms of bindery may be subcontracted i.e., spiral, comb and double wire loop and must be ordered with a pre-order price quote.

All Price Charts are based on the submission of electronic artwork files by the Ordering Agency.

The Contractor is responsible for providing all materials and services necessary for and incidental to the manufacture and delivery of printed products as ordered by the agencies,

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

including insured shipping of the finished product, proofs, and the return of artwork and samples with invoices.

## **1.3 CONTRACT TERM**

This Contract will run for an initial one (1)-year period. The Procuring Agency and the Contractor, upon written mutual agreement, may renew the Contract for up to an additional two (2) one (1)-year renewal periods. The Contract shall be effective on the date it is executed by the Procuring Agency. If no formal Contract is executed, the effective date of the Contract is the date of the purchase order.

The RFB documents, the awarded Bidder's response as accepted by the Procuring Agency and any purchase order related to this RFB shall become the Contract between the parties unless a separate Contract is executed. The contract will be mandatory.

### **1.3.1 Evaluation Period**

The resulting Contract is subject to an initial ninety (90) day evaluation period. If at the end of that time, the quality and/or responsiveness of the Contractor is unacceptable according to the terms of this bid, the Contract may be canceled and awarded to the next lowest responsible Bidder or rebid.

### **1.3.2 Orderly Termination**

Upon termination/cancellation or other expiration of these Contracts, the Contractor shall immediately return to the other all papers, materials, and other properties of the other held by the Contractor for purposes of execution of this Agreement. In addition, each Party shall assist the other Party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

## **1.4 MODIFICATIONS OF CONTRACT**

The Contract must not be used for purchasing commodities or services outside of the general scope and intent of the original RFB. Any modifications made to the Contract must fall within the scope of the Bid and be rendered in writing and signed by both responsible parties or they will be void.

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## **1.5 ORDER OF PRECEDENCE**

In the event of Contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, the Bid response from the successful Bidder, as accepted by the Procuring Agency, and any additional terms agreed to in writing by the parties shall be incorporated into the Contract. Failure of the successful Bidder to accept these elements into the Contract will result in the cancellation of the Contract award.

In the event of conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

- Official Purchase Order
- Final Signed Contract with clarifications included
- Bid Response as accepted by the State of Wisconsin
- RFB

If the Official Purchase Order serves as the final Contract, in the event of a conflict with the incorporated elements of the Contract, the following order of precedence will prevail:

- Official Purchase Order
- Bid Response as accepted by the State of Wisconsin
- Request for Bid

## **1.6 COOPERATIVE PURCHASING SERVICES**

Commodities and Services may be made available to Municipalities upon agreement of the Contractor. Where requested by the State, and agreed to by the Contractor(s), Municipalities shall be able to obtain the commodities and Services procured under the Contract at the same rates agreed to by the Procuring Agency and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the Procuring Agency and providing appropriate documentation and support and reporting Contract usage by Municipalities.

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## 1.7 ESTIMATED VOLUME

Below is the list of Contract orders for a one-year period (September 2017 – August 2018):

Type of Cover	# of Pages	# of Inks	Quantity	Cost
Self-Cover	24	4	10,000	\$3,746.09
Self-Cover	24	4	15,000	\$3,228.46
Self-Cover	40	4	39,425	\$3,417.56
Self-Cover	32	4	16,850	\$1,704.39
Self-Cover	28	4	272,000	\$33,691.00
Self-Cover	32	4	39,200	\$2,875.14
Self-Cover	16	4	47,500	\$5,792.94
Self-Cover	32	4	91,550	\$15,457.42
Self-Cover	24	4	130,000	\$16,902.48
Self-Cover	24	4	150,000	\$23,737.52
Self-Cover	40	4	39,600	\$3,358.14
Self-Cover	24	4	10,000	\$3,759.00
Self-Cover	24	4	17,800	\$1,594.17
Self-Cover	32	4	350,540	\$43,720.39
Self-Cover	24	4	5,000	\$2,796.00
Self-Cover	40	4	39,990	\$3,435.12
Self-Cover	32	4	40,000	\$2,881.64
Self-Cover	24	4	100,000	\$14,171.60
Self-Cover	24	4	19,800	\$1,531.25
Self-Cover	16	4	202,750	\$13,619.02
Plus-Cover	32	4	150,000	\$24,124.30
Plus-Cover	32	4	65,000	\$30,617.79
Plus-Cover	36	4	300,175	\$33,803.68
Plus-Cover	56	4	70,705	\$35,854.86
Plus-Cover	72	4	45,105	\$19,627.23
Plus-Cover	176	4	100,000	\$116,797.47
Plus-Cover	36	4	53,000	\$15,426.60
Plus-Cover	84	4	35,198	\$7,755.87

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Plus-Cover	60	4	35,310	\$24,115.92
Plus-Cover	32	4	151,500	\$25,720.74
			<b>Total</b>	<b>\$535,263.79</b>

The State does not guarantee any minimum or maximum volumes on the Contract. Any bid that requires a minimum quantity or dollar amount purchased shall be rejected.

### 1.8 RESPONDING TO BID REQUIREMENTS

Mandatory Bidder qualifications and/or requirements in this RFB document must be minimally met without exception; failure to meet such will disqualify your Bid. Before the award of any Contract, the Procuring Agency shall be satisfied that the Bidder has sufficient qualified resources available for performing the work described in this Bid. It is the Bidder's responsibility to acquaint the Procuring Agency with these qualifications by submitting appropriate or supporting documentation.

Certain qualifications/Specifications will be presented by the Department as itemized questions that require an affirmative response from you that you can meet them (e.g., "yes/no" prompt, dropdown menu, required attachment). Other requirements may be presented in a grouped manner (e.g., "Does your company meet requirements 2.1-2.8?"). For any itemized or grouped requirements that you cannot meet, you must check "no" and provide a supplemental document as an attachment to explain.

Failure to meet a qualification will disqualify your Bid. However, in the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

## 2 BIDDER QUALIFICATIONS AND REQUIREMENTS

All Bidder qualifications in this section are mandatory. Failure to meet a qualification will disqualify your Bid. However, the Procuring Agency reserves the right to waive any qualification if no Bidder is able to satisfy that qualification.

Before the award of any Contract, the Department shall be satisfied that the Bidder has sufficient qualified resources available for performing the work described in this bid. It is the Bidder's responsibility to acquaint the Department with these qualifications by submitting appropriate or supporting documentation.

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **2.1 EXPERIENCE**

All Bidders shall have been performing print production as described in section 1.2 for the past three (3) years.

## **2.2 MANUFACTURING**

All work will be performed within the plant of the Contract printer unless excepted by the Department per Wis. Stats. s. 35.56(4). This Contract will not be awarded to a Broker.

## **3 MANDATORY SPECIFICATIONS OF BID**

All Specifications are defined as mandatory minimum requirements unless otherwise noted. For a Bidder to be considered, the Bidder must meet all requirements listed. In the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

### **3.1 TECHNICAL REQUIREMENTS**

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# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **3.1.1 Quality Standards**

The State requires all work performed on the Contract to be of excellent quality, conforming to these quality criteria:

1. Inking must be consistent and uniform throughout in color strength and density.
2. Accurate registration consistent with current offset lithography printing.
3. Correct ink match to specified PMS colors.
4. Four-color process printing must match contract proof.
5. Halftones must be clean and crisp, with consistent quality at 133 line screen on uncoated stock and 150 line screen on coated stock.
6. Folding must be square and accurate with exact alignment of crossover printing across folds.
7. Finishing operations must be clean and applied correctly.
8. Cutting and trimming must be square, clean and correctly aligned and positioned.
9. Regular use of quality measurement tools on press sheets, such as registration targets, star or slur targets and color bars.
10. Consistent use of densitometry throughout the prepress and press processes.
11. Consistent calibrations in the prepress and at the press and the proper use of color corrected lighting in press and proofing areas.
12. Additional controls include proper control of humidity and temperature in all production and work staging areas, paper storage in temperature and humidity controlled areas and cleanliness of work areas.

The Contractor must employ industry standard process controls to ensure and maintain quality printing.

## **3.1.2 Electronic Communications**

The Contractor must have email capabilities and a file transfer protocol (FTP) web server.

## **3.1.3 Required Software**

The state will submit electronic files in a variety of software's such as Quark Xpress, Adobe Suite, and Microsoft Suite. The Contractor must be able to work with electronic files created in these applications.

### **3.1.3.1 Software Platforms**

The Contractor shall have and be proficient in the use of software on both PC and MAC platforms.

### **3.1.3.2 Digital Files**

Contractor must be able to edit original digital files.

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **3.1.4 Required Equipment**

Required equipment must be installed and operational in the Contractor's plant twelve (12) months prior to the time of bid submission.

### **3.1.4.1 In-House Production Equipment**

The Contractor must submit all in-house production equipment used to fulfill the Contract per section 7.9.

## **3.1.5 Sheet-Fed Offset Presses**

The "HW Cover Price Chart" is calculated based on specific press sizes.

## **3.2 PERFORMANCE AND SUPPORT REQUIREMENTS**

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### **3.2.1 Quantities**

This bid includes all quantities from 10,000 through 500,000. The price charts are based on per one thousand run charges, however jobs may be ordered in increments of 100. Quantities under the minimum and over the maximum amount are optional and must be negotiated and agreed upon between the Contractor and the Ordering Agency.

### **3.2.2 Overruns/Underruns**

This is an exact count contract with no underruns allowed. Overruns are not to exceed three (3) percent (%) on quantities ordered up to 10,000 and one (1) percent (%) on quantities ordered over 10,000. The Contractor will be paid for the actual quantity delivered within this tolerance. In the case of underruns, ordering Agencies may require an order be placed back on the press, at no additional charge to the Ordering Agency or the Ordering Agency may accept lower quantity at a negotiated price, at the sole discretion of the Ordering Agency. Overruns will be priced based on run per thousand cost(s) only.

### **3.2.3 Standard Sizes**

The Contractor is required to provide digest finished size 5-3/8" x 8-3/8" and magazine finished size 8-3/8" x 10-7/8". See section 1.2.



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## **3.2.4 Artwork**

Electronic files will be submitted with each purchase order via email, mail (i.e. CD, DVD, Flash Drive) or Contractor's FTP Site. Contractor is required to return original files at no charge. Upon request the Contractor must return final printer files to the Ordering Agency. Contractor may not charge for returning electronic files during the life of the Contract.

### **3.2.4.1 Artwork Alterations**

When alterations have been requested in writing by the Ordering Agency, pricing for Electronic Editing from the Price Chart will be used in quarter (1/4) hour increments. Contractor will reschedule delivery date to accommodate the time it takes to complete the changes with the Ordering Agency. Contractor must submit the amount of time used to do the alterations on the invoice as a separate line item. Alteration charges are subject to the Bid Rate.

## **3.2.5 Paper**

For sheet fed printing, normally the Plus-Cover, the standard practice is for the Ordering Agency to purchase paper off the statewide mandatory Paper Contract and have that paper delivered to the Contractor's location. The Cover Price Chart provides the recommended sheet size, make ready, and run quantities. However, ordering Agencies may request the Contractor to furnish paper from the Contractor's stocked papers.

Paper for the web portion of printing; it is expected the Contractor will provide the rolls of paper. However, ordering Agencies may provide roll paper to the Contractor after the Ordering Agency has consulted with the Contractor for the proper roll specifications.

Coated and uncoated papers may be used in weights from 40 lb. offset (.0035") through 12 pt. cover (.012") or 100 lb. offset. Stocks outside of these parameters may be negotiated between the Contractor and Ordering Agency.

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## ***3.2.5.1 Agency Furnished Paper***

When the Ordering Agency furnishes the paper for the print job:

1. Ordering Agency needs to inform the Contractor that paper will be delivered. Contact information for the Contractor and the paper supplier needs to be shared for both parties to be able to schedule delivery.
2. An acknowledgement of receipt by the Contractor is required. An email or fax to the Ordering Agency confirming the receipt of paper is acceptable.
3. The Contractor is required to safely store and protect from damage all Agency furnished paper.
4. The Contractor is required to report and file any paperwork necessary for claims due to defective paper with the supplying paper vendor when paper is ordered from the Statewide Mandatory Paper, Printing Grade Contract.
5. It is the responsibility of the supplying paper vendor to work out resolutions to problems and to keep the Ordering Agency informed of proposed remedies.

## ***3.2.5.2 Contractor Furnished Paper***

Paper listed on the "HW Paper Price Chart" is the paper the Contractor is offering at a specified price. It is not reasonable to believe the paper is available at the time of placing a print job request. The Ordering Agency needs to coordinate with the Contractor when planning a print job. The Contractor may negotiate with the Ordering Agency on price and offer substitution paper to meet the print job delivery date if the paper from the "HW Paper Price Chart" is not readily available.

The Contractor, when requested to supply paper, other than paper listed on the "HW Paper Price Chart", for the printing job, may charge no more than five (5) percent (%) over the invoice received by the Contractor from their paper supplier. A copy of that invoice may be requested by the Ordering Agency to be submitted with the print invoice.

## ***3.2.5.3 Recycled Paper***

State agencies are required to use recycled papers whenever possible. Recycled paper shall meet the definitions and minimum content recommendations in the EPA Comprehensive Procurement Guidelines issued October 2007. (<http://www.epa.gov/wastes/conservation/tools/cpg/pdf/paper.pdf>)

## ***3.2.6 Inks***

Varnish, black, process, and all PMS colors must be available. The Price Charts are built with black as the first color. Additional charges for wash-ups and the additional cost of PMS inks are listed in the Price Charts under "Additional Charges". There is no wash-up charge for black ink. A Material Safety Data Sheet (MSDS) must be provided upon request.

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## ***3.2.6.1 Special Inks***

Special inks such as metallic, fluorescent, and tinted varnishes may be requested and are a price upcharge in the "Additional Charges" section of the Price Chart.

## ***3.2.6.2 Laser Compatible Inks***

Agencies may request laser compatible inks on individual orders and all such requests must be met at no additional cost over regular inks.

## ***3.2.6.3 Coatings***

Aqueous, Varnish, UV, and lamination coatings are required to be available. Aqueous and Varnish will be priced as an "Additional Color-each" under the "Additional Charges" section of the Price Charts. UV and lamination coating may be subcontracted with a pre-order price quote and will not be priced to exceed the invoice plus five (5) percent (%).

## ***3.2.7 Finishing***

Folding, scoring/perforating, die cutting, foil stamping, embossing, drilling, and bindery are required on the Contract. The subcontracting of the prepress, press, and main bindery operations (saddle-stitching, folding, collating) is not allowed.

### ***3.2.7.1 Standard Folding***

Standard folding is required on the Contract for all LOTs. The Contractor must be able to fold parallel and right-angle folds on the largest sheet size in the LOT and may not be subcontracted. Complicated folds such as double gate folds, multiple map folds, and other specialty folds may be subcontracted (see section 7.7) and require a pre-order price quote.

### ***3.2.7.2 Scoring/Perforating***

Scoring and perforating will be required on some orders and may be done using one of the two following methods depending on the requirements of the job:

1. Folder scoring may be used if it eliminates cracking or other issues
2. Letterpress scoring/perforating are required for perfect bound covers and some saddle-stitched covers. Scoring/perforating may be subcontracted, see section 7.7; however, pricing will come from the price charts with the bid rate applied.

### ***3.2.7.3 Die Cutting, Foil Stamping and Embossing***

Die cutting, foil stamping and embossing are required on the Contract. These operations may be subcontracted and may charge no more than five (5) percent (%) over the invoice.

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## ***3.2.7.4 Drilling***

Drilling is required on the Contract. Contractor must have 1/4", 5/16", and 3/8" capabilities. The Price Chart "HW Misc Operations Rates" outlines this charge.

## ***3.2.7.5 Bindery***

Collating, Saddle-Stitching, and Perfect Binding are required on this contract. Spiral, wire-o, comb, and tape binding may be ordered on this contract and are subject to a pre-order price quote. Bindery operations such as tabbing for mailing, special staple folding, spiral, coil, tape, and comb binding may be subcontracted (see section 7.7).

## ***3.2.7.6 Other Finishing Operations***

Other finishing and special trimming operations may be requested on the Contract. The Contractor and the Ordering Agency will negotiate these operations and must have a pre-order price quote.

## ***3.2.8 Proofs***

A proof appropriate to the job will be specified by the Ordering Agency. Proofs may require overnight shipment on the part of the Contractor and the Agency.

### ***3.2.8.1 Proof Shipping Charges***

The shipping for the first proof to the Agency will be paid for by the Contractor and the Agency will pay for proof shipping back to the Contractor. All subsequent proofs will be charged according to the price charts with the bid rate applied and shipping for those proofs will be paid for by the Agency for both from the Contractor and back to the Contractor. The Contractor must take into consideration in their bid the cost of shipping the first proof to the Agency for next-day delivery (e.g. UPS Next Day, Federal Express). Agencies will return the first proof and all subsequent proofs via the same method, when necessary to meet the production schedule.

### ***3.2.8.2 Types of Proofs***

The Price Charts are based on the finished size for the following proofing levels:

#### ***3.2.8.2.1 PDF Proofs (After RIP)***

This is a Portable Document Format (PDF) created by Adobe that enables a document to be distributed on different systems while preserving the layout. PDF proofs of the whole book or the page showing title and form number are recommended for exact reprints. The Contractor must have the ability of producing PDF Proofs. PDF Proofs will be provided at no additional charge.

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## 3.2.8.2.2 Position Proof

These are plotter type proofs. These proofs will be supplied trimmed, backed-up, and folded (if necessary) to show the actual trim of final product. Color breaks may be shown by a variety of methods but may not reflect actual color. The Contractor must have the ability to produce Position Proofs. **\*\*Position Proofs are required to be ordered by the Ordering Agency for each and every new or revised order\*\***

## 3.2.8.2.3 Color Proof

These are color proofs that show color breaks and are calibrated to the press to show the true color after production. These proofs will be supplied trimmed, backed-up, and folded (if necessary) to show the actual trim of final product. They are an important validation tool for the customer and a quality control guide for the press operator. They must be ordered for most new and revised CMYK projects. The Contractor must have the ability to produce Contract Proofs.

## 3.2.8.2.4 Press Check Proof

When press check proofs are required, the Ordering Agency will so state on the Purchase Order, itemized in an original or amended purchase order or supplement, and will be priced at a 1/4 hour increment (15 minutes) at the Price Chart rates for the appropriate press with the bid rate applied. Press check proofs should be scheduled during the normal daytime shift unless otherwise agreed to by the Ordering Agency. Arrangements should be made at least 24 hours in advance and confirmed the day of the press check. Failure to adhere to the schedule on the behalf of either party may lead to additional charges. If an Agency representative is more than one (1) hour late, the Contractor may charge for down press time in accordance with the Price Charts. If the Contractor is more than 1 hour late with the scheduled press check the State may assess Remedies and Damages. The Contractor must have the ability to produce Press Check Proofs.

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## **3.2.9 Standard Packaging**

Industry standard packaging for this type of printing must be provided at no additional charge. Most orders will be Gaylord skid carton packed but Contractor is also required to carton pack if requested by the Ordering Agency with the cost of cartons applied to order supplement with the bid rate applied. Product must be protected against jamming and shifting, spoilage, loss, or damage during delivery.

New corrugated board cartons (200 lb. bust test or stronger) must be uniform in size, suitable for shelf storage, and employee handling. Internal dimensions of cartons must be approximately 1/16" greater than the width and 1/8" greater than the length of packed products to assure against damage from bending, curling, shifting during packing, shipping and removal from cartons. Oversized, overweight, or weak cartons are unacceptable. Loaded cartons must not weigh more than 40 lb. each.

Each order must be packed separately and clearly labeled with the following information, at a minimum: Purchase Order Number, Ordering Agency Name, Full Delivery Address (as shown on purchase order), Form Number and Form Name, Order Number, Quantity, Numbering Sequence (if applicable), and Total Order Per Carton.

The Contractor is required to ship orders of over 10 cartons on pallets. Shipment to be made on four-way pallets uniformly packed with same number sets on each pallet. Mark each pallet with number of cartons. Pallets must be banded with three bands in each direction and then wrapped in plastic. Maximum measurements for 4-way pallets is 42" x 48" x 5' high. The Contractor must pay all standard packaging and shipping charges.

Each pallet must have a packing slip and/or bill of lading. These documents need to show the title of the form, form number, and the number of cartons per pallet.

## **3.2.10 Non-Standard Packaging**

The charges for special packaging requirements such as shrink-wrapping, banding, and Kraft wrapping are shown on the "HW Misc Operations Rates" price chart. Other special packaging needs such as special count/quantity packaging needs with odd sized cartons may be required and are subject to a pre-order price quote.

When non-standard packaging is requested by the Ordering Agency, additional package wraps are chargeable. No credit is allowed when fewer packages are requested.

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## **3.2.11 Support Requirements**

The Contractor is required to provide the following services for each order submitted on the Contract:

1. Produce the type of work described in the Contract, as ordered by the Agency.
2. Provide all materials and services required by the order.
3. Cover shipping, insurance, and other costs incidental to and necessary for proofing, manufacturing and delivering the printed product, returning artwork and samples with invoices.
4. Store and archive electronic files for the duration of the Contract.
5. Return, at no charge to the Agency, any specifically requested files during or at the end of the Contract period within 180 days after Contract has ended.
6. Write to an electronic medium, such as CD, the final electronic files during or at the end of the Contract term, see section 3.2.4.

## **3.2.12 Customer Service and Responsiveness**

Customer service and responsiveness are critical to the Contract. The Contractor is required to:

1. Maintain a primary contact for State orders throughout the term of the contract.
2. Respond to all inquiries within 24 hours after a request is placed by an Ordering Agency.
3. The Contractor is expected to review each order for accuracy and completeness and to advise the Ordering Agency of any discrepancies. Orders must be acknowledged promptly, referencing the order number and delivery date. The acknowledgement becomes a firm delivery.
4. Provide pre-order price quotes for delivery charges when special delivery instructions are provided by Ordering Agency before order is run on press and confirm in writing.
5. Acknowledge orders as described in this document.
6. Resolve conflicting/foreseeable issues with the order form.
7. Notify Agencies of scheduling problems and changes. The Contractor must notify the Ordering Agency when a change in delivery date is anticipated. This notice must be made by telephone and confirmed in writing.

## **3.2.13 Production Schedule**

Agencies will request delivery dates using the following delivery schedule. Agencies are encouraged to confirm a production schedule with the Contractor before placing critical orders.

### **3.2.13.1 Printer Acknowledgement**

Contractor shall acknowledge receipt of an order. Contractor is required to acknowledge an order within 48 hours if they cannot make the production schedule set forth on the purchase order. Failure to do so binds the Contractor to the original schedule.

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## *3.2.13.2 Proof Time Allowances*

Proofing time allowed will be four (4) Working Days (Monday through Friday, except State holidays).

Proofing time begins the day Good Files are received by the Contractor. The Contractor must report any file problems to the Ordering Agency within the first 24 hours of a working day (Monday through Friday, except State holidays) of receiving files. Shipping of the proof should be at the end of the next to last working day to allow the Agency to receive the proof by the Final Day.

The schedule may require overnight shipment of proofs on the part of the Contractor and the Agency. The Contractor will pay for shipping proofs to the Agency. The cost of shipping the proof back to the Contractor will be paid by the Ordering Agency. The Contractor must take into consideration in their bid the cost of shipping proofs to the Agency for next-day delivery (e.g. UPS Next Day, Federal Express). Agencies will return proofs via the same method, when necessary to meet the production schedule.

If the Agency's files require extensive alterations due to improper preparation or require extensive proof alterations a new schedule must be negotiated with the Contractor.



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## 3.2.13.3 Standard Production Time Allowances

Production Time begins with the return of the approved proof, with delivery on the last production day.

Quantity	Proof Time	Production Time	Total Time
10,000 up to 200,000	4 days	7 days	11 days
200,100 up to 350,000	4 days	9 days	13 days
350,100 up to 500,000	4 days	12 days	16 days

Perfect binding requires three (3) additional Working Days.
All days refer to Working Days

Production time for other finishing shall be negotiated between the Ordering Agency and Contractor.

## 3.2.13.4 Scheduling Exceptions

Delivery schedules of less than the standard production time allowance must be negotiated between the Ordering Agency and the Contractor prior to the issuance of a purchase order. The Agency and Contractor must agree on additional charges that will be incurred before an order is placed through a pre-order price quote.

The Contractor will also notify the Ordering Agency immediately when problems occur in the plant that will affect delivery so alternative measures can be taken. Unless the Agency is properly notified, the Contractor is obligated to complete each order on time. Orders delivered late are subject to late delivery charges, see section 4.7.

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## **4 SPECIAL TERMS AND CONDITIONS OF BID**

All special terms and conditions are defined as mandatory minimum requirements unless otherwise noted. For a Bidder to be considered, the Bidder must comply with all requirements listed. In the event that no Bidder is able to meet an individual mandatory requirement, the State reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this RFB.

### **4.1 ORDERS**

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#### **4.1.1 Ordering Method**

Orders will be issued by individual state Agencies or university campuses. Orders will be issued in compliance with all requirements included in the State of Wisconsin Procurement Manual.

#### **4.1.2 Pricing**

All jobs will be priced from the Price Charts included in this RFB. Overruns will be priced based on run per thousand cost(s) only. All cost for non-standard paper will be on a pre-order price quote.

In cases where the Price Charts have no provision for pricing, pricing shall be negotiated between the Ordering Agency and the Contractor with a pre-order price quote.

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## **4.1.3 Invoicing**

A separate invoice with samples of completed work for each individual order must be sent directly to the Ordering Agency promptly after the job is delivered. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order number and submittal to the correct billing address for processing. Invoices shall not be dated as received or processed for payment until all accompanying items required are received by the state.

Contractor invoices shall be submitted within thirty (30) days of delivery. Invoices for purchase orders shall contain complete and accurate information. All Contractor invoice discounts for quick payment must be extended to the State of Wisconsin.

The Contractor shall be paid after the following has been provided:

- Confirmation of receipt of delivery
- Receipt of an invoice that meet the requirements above

Failure to meet Contract requirements may result in affected Agency or university campus withholding payment.

## **4.2 DELIVERY REQUIREMENTS**

Delivery will be made by common carrier or Contractors truck, with unloading to be performed by the carrier/Contractor and carton(s) transported to the interior/ground floor or inside dock at the ship to address listed on the purchase order. This does not include specific room number, floor number, or "no dock available" destinations. Deliveries will be made during Delivery Hours unless otherwise noted on the purchase order. Deliveries will be determined by each individual Ordering Agency and specified on the purchase order. Orders with more than one delivery point (including specific room number, floor number or "no dock available" destinations, beyond one major destination) must be communicated and cost supplied to Ordering Agency in writing and may be shipped prepaid with actual freight charges for the additional locations added to the invoice. Freight bills must accompany the invoice. Any other special delivery requirements will be a pre-order price quote. Deliveries to the UW Madison campus have a 30' truck size restriction for locations north of University Avenue.

## **4.3 RETURN POLICY FOR DEFECTIVE OR DAMAGED GOODS**

Defective and/or non-conforming (based on the specifications of the order or Contract) products, as determined by the Authorized User, may be returned within thirty (30) days of receipt. There shall be no charge to the Department, including restocking fees and shipping. The Authorized User retains the option to request that the defective product be replaced or cancel the order. Amount credited or refunded, if necessary, to the Department shall be equal to the price of the defective product(s).

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **4.4 BACKGROUND CHECKS**

Due to the nature of this solicitation, the Procuring Agency reserves the right to conduct background checks on the organization, its officers and employees, and subcontractors, if applicable, in order to determine whether any conviction exists that is substantially related to the solicited Commodity or service, or if such conviction may otherwise adversely affect the Bidder's ability to perform under the resulting Contract. The State is the sole determinant of whether the results of a background check(s) will negatively impact the Contractor's ability to meet contractual obligations and requirements.

## **4.5 REPORTING**

The Contractor must establish and maintain records of all State expenditures incurred under the Contract in accordance with generally accepted accounting principles. The State Bureau of Procurement and/or any designated bureau representative may request reports. The Contractor will be required to maintain records documenting Contract performance.

Contractors are required to furnish quarterly (3-month) reports that contain a detailed description of each order produced under the Contract to the State Bureau of Procurement. These reports will be due by the 15th of the following month in an electronic data base format compatible with MS Excel and will include the information listed below:

1. order entry date
2. Ordering Agency
3. job title/description
4. lot designation
5. delivery date
6. quantity
7. number of inks (i.e. 2/1)
8. number of pages
9. paper description
10. indicating if paper was supplied by Agency or Contractor
11. total cost for order

Duly authorized representatives of the State and the Wisconsin Legislative Audit Bureau shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any Contract resulting from this RFB. The Contractor shall retain all documents associated with the Contract for a period of not less than four (4) years after final payment is made. Failure to complete one or all of the required reports will be grounds for cancellation of the Contract.

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **4.5.1 Market: Paper Stocks**

At each Contract renewal term, the State will review the market for paper stocks on the Contract. The Contractor will be required to keep records on the volume and types of stocks requested by state Agencies and report at the time of renewal. The Contract Manager may request a copy of actual paper invoices at the time of renewal.

## **4.6 CONTRACT AUDIT REQUIREMENTS**

Duly authorized representatives of the State and the Wisconsin Legislative Audit Bureau shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any Contract resulting from this RFB. The Contractor shall retain all documents associated with the Contract for a period of not less than four (4) years after final payment is made. Failure to complete one or all of the required reports will be grounds for cancellation of the Contract.

## **4.7 LIQUIDATED DAMAGES**

When a Contractor fails to comply with Contract requirements, when a delivered item is improperly produced or otherwise not to specifications, or when time is of the essence, the Contractor may be assessed damages for any order or part of an order that is overdue or defective. A late delivery charge in an amount not more than five percent (5%) per day of the net due for each working day the Contractor is late may be charged to the Contractor. The late delivery fee may be deducted from any payments due the Contractor.

Contractor's whose default has caused additional expense to the Agency may be assessed liquidated damages to compensate the Agency for actual damages incurred.

## **4.8 PAYMENT TERMS**

The Ordering Agency shall audit invoices and approve them for payment only if the invoice complies with the Specifications, purchase order, and samples of the completed job.

The State of Wisconsin shall pay properly itemized and submitted invoices within thirty (30) days of receipt providing goods have been delivered and accepted as specified. A payment may be in the form of a written check or purchase card payment.

No orders shall be accepted without an official state purchase order form.

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **4.8.1 Purchase Orders**

Purchase orders will be issued by individual state Agencies or university campuses using an official State Purchase Order. Orders will be issued in compliance with all requirements included in the State of Wisconsin Procurement Manual. Purchase orders will be submitted with an order supplement. The purchase order and the order supplement will give detailed information on the print job being requested. The form will reference a PO number, who placed the order, shipping information, quantity, and all pertinent print job specifications.

## **4.8.2 Purchase Card**

The State has implemented a Purchasing Card program; however, all orders must begin from an official state purchase order. Most Agencies will continue to use purchase orders with this Contract, some may use the Purchasing Card method for payment; however, an order supplement with all job specification information will be provided. Bidders must complete the enclosed purchase card information form (DOA-3766) and submit with your bid.

All vendors are required to accept the State Purchasing Card system as a payment option. Package labels and packing slips for purchasing card orders must indicate "Paid" or "Credit Card Order" or other language to identify that no payment is due.

Bidders are not allowed to charge additional costs for use of the purchasing card.

## **5 COST STRUCTURE AND COST SHEET INSTRUCTIONS**

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# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **5.1 METHOD OF BID**

Alteration of or failure to complete any of the required forms shall be grounds for rejection of your Bid. All costs for furnishing the product(s) and/or service(s) included in this Bid shall be in accordance with the terms and conditions in this RFB. Bidders must submit a Bid Rate which will be applied toward all price chart line items.

- HW Text Price Chart (attached) is used to calculate the cost for the body or self-cover print jobs.
- HW Cover Price Chart (attached) is used to calculate the cost for the cover only of plus-cover print jobs and for determining the amount of paper to be ordered from the Paper Contract which is then shipped to the Contractor.
- HW Misc Operations Rates (attached) is used to calculate the cost for miscellaneous operations such as cutting, padding, special trimming, drilling, and packaging.
- HW Paper Price Chart (attached) is used to calculate the amount paper and cost for the paper for the body or self-cover print jobs.

## **5.2 FOB DESTINATION, FREIGHT PREPAID INCLUDED AND INSTALLED**

Delivery will be made by common carrier or Bidder's vehicle, with unloading to be performed by the carrier or Bidder and carton(s) transported to the interior or ground floor, or inside dock. Bid prices must include all packing, freight, and insurance charges.

Failure to bid FOB DESTINATION, FREIGHT PREPAID AND ALLOWED in the Bid price or discount will disqualify the Bid.

## **5.3 PRICE SHEET INSTRUCTIONS**

Bidders will submit a Bid Rate using the eSupplier Portal or if submitting a hard copy outside of the eSupplier Portal Bidders will submit DOA-3070P form per the instructions in section 5.3.2. Alteration of or failure to complete any of the required forms will be grounds for rejection of your bid. All costs for furnishing the product(s) and/or service(s) included in this Bid shall be in accordance with the terms and conditions in this RFB.

The Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound in Digest or Magazine Sizes Price Charts will remain unchanged for the life of the Contract.

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **5.3.1 Price Chart Structure**

The price charts are separated into four (4) distinct price charts.

### **5.3.1.1 Covers**

Covers, if using different paper stock than the body of the book, also identified as "Plus-Cover", are calculated using a the "HW Cover Price Chart". The "HW Cover Price Chart" is broken into seven (7) sections: Description (Desc), Base Prices (BP), Additional Charges (Add), Deductions (Ded), Stock Usage (S), Folding (F), and Letterpress Scoring (LP). The price chart for each book size and number of colors are on separate tabs within the excel file.

### **5.3.1.2 Body**

Body of the books which use the same paper stock as the cover are referred to as "Self-Cover". The "HW Text Price Chart" is used for the Body and Self Cover. This price charts is separated into tabs within the excel file by number of colors. Each price chart is broken down by the number of pages.

### **5.3.1.3 Misc Operations Rates**

For operations not covered in the "HW Cover Price Chart" or the "HW Text Price Chart" are found in the "HW Misc Operations Rates" price chart.

### **5.3.1.4 Paper**

The "HW Paper Price Chart" is to be filled out by the Contractor. This price chart provides the papers being offered with this Contract for the body of the booklet. It is to contain how many pounds of paper are needed for startup and run per thousand for either digest or magazine print jobs. This price chart will also give the cost per hundred weight (CWT) so the Ordering Agency is able to calculate the amount of paper to be ordered and how much the paper will cost.



# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **5.3.2 Bid Rate Instructions**

The price charts are the reference point on which the State has established the pricing of this RFB. The price charts include the assigned hourly rates, time allotted for setups and run speeds of various pieces of equipment. Ordering Agencies will use these price charts to price out a print job and apply the Contractor's Bid Rate as it applies to the price charts and the "HW Misc Operations Rates". By submitting a Bid Rate, Bidder stipulates that the response is compliant with the terms and conditions of this RFB and any supplements or revisions thereof.

Bidders are to fill in a single Bid Rate in eSupplier Portal or if submitting a hard copy submit on the RFB Form DOA-3070P (the bid cover page). Using the Price Charts, Bidder will submit a Bid Rate by entering a percentage above (+) or a percentage below (-) the Price Chart rounded to the nearest thousandth of a percent (i.e. 12.635%); or it may submit the current Price Chart rate by entering a zero value. The Bid Rate includes delivery FOB Destination-Inside Door as described in sections 4.2 and 5.2. Submitted Bid Rate will remain unchanged during each Contract term.

## **5.4 REQUESTING PRICE ADJUSTMENTS**

Contract wage adjustments are allowed only at Contract renewal. One half of one percentage (1/2%) of change in the average wage rate may be applied to the Contract Bid Rate. Allowable adjustments are effective at the renewal date of the Contract and do not apply to orders written before the effective date of change. The Contractor must submit a current wage statement with any request for adjustment and must supply more wage information if requested. See the Wage Information form (DOA-3543) for complete information.

## **5.5 Paper Industry Increase/Decrease**

Paper prices are to remain firm during the initial six (6) months of the resulting Contract. After that date, if there has been any industry wide paper price increase or decrease, paper prices may be increased or decreased by the same amount as the cost increased or decreased to the Contractor and reflected on the "HW Paper Price Chart" only after mutual agreement between the Contractor and the State. The contractor shall submit paper supplier mill letters indicating an increase or decrease in paper prices.

## **6 BID PROCEDURE AND INSTRUCTIONS**

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# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **6.1 CALENDAR OF EVENTS**

Listed below are important dates and times by which actions related to this Request for Bid shall be completed. In the event that the Procuring Agency finds it necessary to change any of these dates and times (except tentative dates and times), it will do so by posting an amendment to this RFB on Wisconsin eSupplier Portal.

<b>DATE</b>	<b>EVENT</b>
Monday, October 15, 2018	Date of Issue of the RFB
Monday, October 29, 2018 at 4:00 PM CT	Date Questions Due
Wednesday, October 31, 2018 (tentative)	Responses to Questions Posted
Thursday, November 15, 2018 at 2:00 PM CT	Bids Due from Bidders

# Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes

## 6.2 CORRESPONDENCE, CLARIFICATIONS AND QUESTIONS

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document by Monday, October 29, 2018 at 4:00 PM CT. If at any time prior to the Bid due date a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the Bidder shall immediately notify the Procuring Agency representative named below of the issue in writing and request modification or clarification of the RFB document.

Email is the preferred method of written contact. Please email to: [william2.goff@wisconsin.gov](mailto:william2.goff@wisconsin.gov)

USPS ADDRESS	COMMON CARRIER ADDRESS
Bill Goff	Bill Goff
Department of Administration	Department of Administration
Division of Enterprise Operations	Division of Enterprise Operations
Bureau of Procurement	Bureau of Procurement
PO Box 7867	101 E Wilson St, 6th Floor
Madison, WI 53707-7867	Madison, WI 53703-3405

All communication and/or questions on all matters regarding this Bid shall be made in writing and refer to Request for Bid #28307-WEG and be directed to Bill Goff.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted to the Wisconsin eSupplier Portal.

All contact or communication with any employee or officer of the State of Wisconsin concerning this RFB, except Bill Goff is strictly prohibited during the period from the date this RFB is released until the date the notice of intent to award is issued. Bill Goff may authorize in writing contact or communication with another State employee or officer as circumstances may dictate. Prospective Bidders who hold a current Contract with the Procuring Agency may continue to communicate with the Procuring Agency Contract Administrator regarding the performance of that current Contract only.

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

## **6.3 REASONABLE ACCOMMODATIONS**

Upon request, the Department shall provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with a disability. If accommodations are needed at a Bid opening or Bidders' Conference, please contact: Bill Goff at (608) 266-1002 (voice), (608) 267-0600 (FAX) or [william2.goff@wisconsin.gov](mailto:william2.goff@wisconsin.gov) (email).

## **6.4 WISCONSIN eSUPPLIER PORTAL REGISTRATION**

Only Bidders registered with the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) will receive future official notice for this service/Commodity. The State of Wisconsin purchasing information and Bidder notification service is available to all businesses and organizations that want to sell to the State. Anyone may access the Wisconsin eSupplier Portal on the internet at <https://eSupplier.wi.gov> to register as a Bidder with the State of Wisconsin. Bidders may use the same internet address for inclusion on the Bidders list for goods and Services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an email message each time a State Agency, including any campus of the University of Wisconsin System, posts a request for bid in their designated Commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using Wisconsin eSupplier Portal to post simplified bids valued at \$50,000 or less. Bidders also may receive email notices of these simplified bid opportunities.

## **6.5 SUBMITTING A BID**

Bidders have two (2) options in responding to this RFB.

### **6.5.1 Electronic Bid Submittal (Strongly Preferred)**

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed questions that you will be prompted with online to guide your electronic response to the RFB. If you respond electronically, you do not need to submit a mailed copy of any materials unless you are directed to do so elsewhere in the Bid document.

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## 6.5.2 Hard Copy Bid Submittal

Bidders still have the option to mail or otherwise provide a hard copy Bid when responding to this RFB. If your company elects to do so (instead of the electronic Bid option described above), Bidders shall submit an original signed Bid, marked as stated below, and two (2) hard copies and one (1) electronic copy (CD, Flash Drive, etc.) of all materials required for acceptance of their Bid by the deadline to:

<b>USPS ADDRESS</b>	<b>COMMON CARRIER ADDRESS</b>
Bill Goff	Bill Goff
Department of Administration	Department of Administration
Division of Enterprise Operations	Division of Enterprise Operations
Bureau of Procurement	Bureau of Procurement
PO Box 7867	101 E Wilson St, 6th Floor
Madison, WI 53707-7867	Madison, WI 53703-3405

All Bids shall be received and time-stamped at the above location no later than Thursday, November 15, 2018 at 2:00 PM CT. Bids not time-stamped will be considered late and rejected. Receipt of a Bid by the State mail system does not constitute receipt of a Bid by the Department Purchasing Office.

All Bids shall be packaged, sealed in a box or envelope, and clearly marked with the following information on the outside of the package:

BIDDER NAME AND ADDRESS

RFB TITLE

RFB NUMBER

RFB DUE DATE AND TIME

Hand Delivered Bids:

The Department of Administration, at 101 E. Wilson St. in Madison, has building security policies and procedures. There is a security checkpoint at the first-floor lobby. All visitors will be required to provide current identification and sign in for a visitor's pass. Security personnel will call the intended Procurement Specialist prior to the visitor being allowed to proceed to their destination in the DOA building. This means Bidders shall have the Procurement Specialist's name to allow the security guard to place a call to the Procurement Specialist. The Bidder shall allow ample time to clear security before reaching the Bureau of Procurement office to obtain the required Bid time-stamp.

The State is not responsible for deliveries that do not reach the Bureau of Procurement office by

# **Class 3 Printing of Heat Set Web Booklet Publications Collated and/or Bound Digest or Magazine Sizes**

the required due date and time.

## **6.6 FORMAT OF BID RESPONSE**

Bidders responding to this RFB outside of the Wisconsin eSupplier Portal shall comply with the following format requirements:

Signed Request for Bid Sheet: Include the signed, required form (DOA-3832) with the Bid and those certifications required for submittal of a Bid. Bids submitted in response to this RFB shall be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. **DO NOT COPY AND RETURN THE ENTIRE BID DOCUMENT.**

By submitting a signed Bid, the vendor's signatories certify that in connection with this procurement:

- (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its Bid without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition;
- (b) the prices quoted in the Bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and shall not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor; and
- (c) no attempt has been made or shall be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

State of Wisconsin Standard Terms and Conditions (Appendix A) (herein after Terms and Conditions): These Terms and Conditions shall govern this Bid and subsequent award. Vendors shall accept these Standard and Supplemental Terms and Conditions or submit point-by-point exceptions along with proposed alternate or additional language for each point. Submission of any standard vendor Contracts as a substitute for language in the Terms and Conditions is not a sufficient response to this requirement and may result in rejection of the vendor's proposal. The State reserves the right to negotiate contractual Terms and Conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

Additional Information: Include all additional information that shall be essential to an understanding of the Bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the Bid document.

Bid Rate Information: Vendors must provide a bid rate either within the eSupplier system or on DOA 3070P (attached to this RFB).

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## **6.7 INCURRING COSTS**

Neither the State of Wisconsin nor the Procuring Agency is liable for any costs incurred by the Bidder in responding to this RFB.

## **7 BID ACCEPTANCE AND AWARD**

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### **7.1 BID OPENING**

A public Bid opening will be held on Thursday, November 15, 2018 at 2:00 PM CT at the DOA Building, 101 E Wilson Street, 6th Floor, Madison, WI 53703. The names of all Bidders may be read aloud at that time.

### **7.2 BID REVIEW**

All Bids will be reviewed by the Department's Procurement Manager to ensure compliance with submittal requirements. The Department shall be the sole judge as to Bidders' compliance with the Bid instructions.

### **7.3 BID ACCEPTANCE**

Bids that do not comply with Mandatory Requirements or Mandatory Specifications will be rejected. Bids that do not comply with Special Terms and Conditions of Bid may be rejected. The Department in its sole discretion retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, if deemed to be in the best interest of the State.

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## **7.4 METHOD OF AWARD**

The Bid award will be made on the basis of the lowest responsive, responsible Bidder. The Bidder with the most discount percentage off will be awarded the Contract. Bids that require a specific quantity or dollar amount will be disqualified. In the event of Bidder error in calculation, unit price shall prevail in award. Per Wis. Stats. s. 35.56(4), the Specifications shall provide that all work will be performed within the plant of the Contract printer unless excepted by the Department. Bidder affirms all printing will be performed within the Bidder's plant and only Department authorized special functions may be subcontracted. The Contract will not be awarded to a Broker.

Before the award of any Contract, DOA shall be satisfied that the Bidder has sufficient qualified resources available for performing the work described in this RFB. It is the Bidder's responsibility to acquaint DOA with these qualifications by submitting appropriate documentation as requested or through the references.

Prior to award the State reserves the right to conduct an on-site visit of the apparent winning Bidder's facility previous to Contract signing to ensure Bidder has all required equipment in their facility. This on-site visit will be conducted during regular hours of operation at a time and date mutually agreed to.

## **7.5 SAMPLES**

All Bidders must supply at least two (2) samples as described in section 1.2. Samples must be clearly marked as "SAMPLE". Samples supplied by the Bidder must have been produced in the Bidder's plant on their own equipment during the twelve (12) months prior to submission of the Bid. These samples will be used to verify compliance of each Bidder. Bids submitted without samples shall be rejected. Samples will remain with the RFB file.

All Bidders must supply paper samples for each brand of paper listed on the attached Paper Price Chart.

### **7.5.1 Evidence of Quality**

Following award of the Contract, the samples provided by the Contractor will be used as the quality standard for the Contract and a measure of all work produced.

Jobs produced below the standard of those documents agreed upon by the State and the Contractor as representative samples shall be reprinted at the Contractor's expense, including paper costs.



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## **7.6 BIDDER REFERENCES/CLIENT LIST**

The Bid shall include Bidder references by completing DOA-3832, listing at least three (3) names or companies with whom the Bidder has done business similar in size and scope as required by this RFB within the last two (2) of years. For each organization listed, the Bidder shall include the company name, address, contact person, email address, and telephone number along with a brief description of the product or service that formed the basis of the business relationship. The Procuring Agency will determine which references to contact in order to assess the quality of the product or service.

## **7.7 USE OF SUBCONTRACTORS**

The Contractor will be responsible for the Contract performance of its subcontractors. The Contract will be between the Department and the awardee. The Contractor will be responsible for its subcontractors' performance of the pertinent Contract obligations including related Specifications, insurance requirements, and applicable regulations. The Bidder shall identify any potential subcontractor it intends to use to provide the product or service it will provide if awarded the Contract.

All subcontractors shall be approved in writing by the Procuring Agency. Any proposed substitution of an approved subcontractor shall be submitted in writing to the Department 30 days prior to implementation of the substitution, and include the substitute's qualifications, the reason for the change, and the intended effective date of the substitution. Failure to notify the Procuring Agency may result in cancellation of the Contract without notice and without penalty to the State.

## **7.8 DEBARMENT**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Agency from doing business with the Federal Government. Information on debarment is available at the following website: <https://www.sam.gov/portal/SAM>.

## **7.9 AWARD NOTIFICATION**

Any Bidders, who respond to this RFB with a Bid response, shall be notified by email of the State's notice to award of the Contract as a result of this RFB.

Upon notification to award, Contractor must submit an in-house equipment list within five (5) business days' after receiving the notification to award letter.

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## **8 REQUIRED FORMS**

The following is a list of forms pertaining to this RFB. Refer to the Bidder Checklist for each form, addendum, appendix, and attachment for how to proceed with that document.

### **8.1 Forms**

- DOA-3070P Request for Print Bid (only if submitting hardcopy outside of eSupplier system)
- DOA-3543 Wage Information
- DOA-3766 Vendor Purchasing Card Information
- DOA-3832 Bidder Required Form
- In-house Equipment List (awarded Contractor only: due five (5) business days' after receiving the notification to award letter) formatted in any style

### **8.2 Addendums/Appendix/Attachments**

- Appendix A – Terms and Conditions
- Attachment A – Bidder Checklist
- HW Text Price Chart
- HW Cover Price Chart
- HW Misc Operations Rates
- HW Paper Price Chart
- Two (2) Printed Samples