REQUEST FOR BID

Class 3 Printing of Book Publications Collated and / or Bound

Request for Bid (RFB) #28357-WEG

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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.

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.

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Class 3 Printing	All book printing required for state agencies, not otherwise classified, except university press publications and technical or semi-technical journals of the University of Wisconsin System, the Wisconsin Magazine of History, and books of the historical society.		
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 tenth (i.e. 12.6% not 12.63%).		
Broker	is someone that acts as an agent for others, as in negotiating Contracts, purchases, or 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.		

	means the written document between the
	Department of Administration (DOA) and the
Contract	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.
	means any person, or entity providing equipment,
Contractor	materials, supplies, contractual services to a
	contracting Agency of the State.
Deductions	is used when ordering an "Exact Rerun" of a
	previous print job.
	means delivery hours are 8:00 AM to 3:00 PM CT,
Delivery Hours	Monday through Friday, except State holidays,
	unless otherwise noted on the order.
Department	means Department of Administration (DOA).
	is the LOT letter, chart number, form size range,
Description	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
Final Day	Ordering Agency.
	means a booklet with no more than 16 pages
Final Falding	including cover and applies only to a booklet size
Final Folding	of 8-1/2" x 11" after being assembled and stitched
	being folded in half to 5-1/2" x 8-1/2".
	means seller pays for and retains title and control
	of goods until they are delivered, and the Contract
FOB Destination	of carriage has been completed. The seller selects
FOB Destination	the carrier and is responsible for the risk of
	transportation. The seller is responsible for filing
	claims for loss or damage.
	is a standard for transferring files over the
	Internet. FTP programs and utilities are used to
FTP (File Transfer Protocol)	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.
	means an electronic medium with all graphic and
Good File	font elements included, that can be processed
	effectively through a commercial printers
	prepress/RIP program to make press plates.
Lattorproce Searing	is for both pricing and additional sheets needed to
Letterpress Scoring	run an order due to scoring errors.
Lithagraphic	is a method for printing using a metal plate with a
Lithographic	completely smooth surface.

	is defined by the booklet size, number of inks, and			
LOT	quantity. LOTs are designated with a letter such as			
	A, B, C, or D.			
	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;			
Lowest responsible Contractor	(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))			
	It is a separate excel file with pricing for additional			
	functions possible with the Contract and are			
	subject to the Contractor's Bid Rate. This excel file			
	shows what hourly rates the State used in			
	determining all the Price Charts. These rates are			
Misc Operations Rates	created by the State and are the basic pricing			
	structures that all Class 3 LOTs A – D Pricing Charts			
	are based on. It includes hourly rates for the			
	various pieces of equipment, time allowances for			
	make-ready, and running speeds of the various			
	presses.			
New Jack Law	means a 11" x 17" multi-page folded in half to			
Nested Newletter	8-1/2" x 11" and not bound.			

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 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.
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.

Skid / Pallet	means pack cartons on 4-way pallets. The pallets must be four-way entry, block design, 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.
Stitched Envelopes	means envelopes mechanically stitched within the booklet.
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.

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 Book Publications Collated and /or Bound 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 35.34 of the Wisconsin Statutes.

This Request for Bid (RFB) will result in four (4) individual statewide mandatory Contracts for the printing of booklet publications bound and/or collated with the number of pages ranging from 8 to 160 using page signatures sizes of 4, 8, and 16. The standard booklet sizes are $5-1/2" \times 8-1/2"$, $6" \times 9"$, $8-1/2" \times 11"$, and $9" \times 12"$; however, other sizes may be requested. Quantities range from 500 up to 30,000.

All printing on this Contract is by the sheet fed lithographic process on both coated and uncoated papers. Also included are bindery operations such as collating, saddle-stitching, and perfect binding. All LOTs 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 through the resulting Contract.

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

Page counts and quantities over the maximum amount listed in LOTs B and D may be negotiated between the awarded bidder and Ordering Agency based on the pricing and terms governing the resulting contract. When ordering "other than standard sizes," agencies must call for a pre-order price quote. Price quotes for a nonstandard size, need to follow the Class 3 Price Charts that most suits that size and pagination on press.

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, including insured shipping of the finished product, 1st proofs, and the return of artwork and samples with invoices.

1.2.1 Description of LOTs

This bid and resulting Contracts are constructed in four (4) LOTs; A, B, C, and D. LOTs are based on number of inks, number of pages, and quantity. Throughout this document reference shall be made to these LOT designations.

Print requests for this Contract may consist of:

- 1. 50% or greater ink coverage on 1 or 2 color work
- 2. Three (3) or more colors
- 3. Reverses out of large solid areas
- 4. Duotones and large screened areas

- 5. Line screen greater than 150 lines per inch
- 6. Special printing techniques such as double bumping, ghosting bars or dry trapping.

	Size	# of Pages	Inks	Quantity	Notes
LOT A	5 1/2" x 8 1/2"	8 - 48	1 - 2	500 - 10,000	# Cover inks: 1 - 5 Binding: Saddle Stitch or Loose Leaf
	6" x 9"	8 - 48	1 - 2	500 - 10,000	# Cover inks: 1 - 5 Binding: Saddle Stitch or Loose Leaf
	8 1/2" x 11"	8 - 48	1 - 2	500 - 10,000	# Cover inks: 1 - 5 Binding: Saddle Stitch or Loose Leaf
	9" x 12"	8 - 48	1 - 2	500 - 10,000	# Cover inks: 1 – 5 Binding: Saddle Stitch or Loose Leaf
LOT B	5 1/2" x 8 1/2"	8 - 48	1 - 2	10,100 - 30,000	 # Cover inks: 1 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
	6" x 9"	8 - 48	1 - 2	10,100 - 30,000	 # Cover inks: 1 - 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.

8 1/2" x 11"	8 - 48	1 - 2	10,100 - 30,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
9" x 12"	8 - 48	1 - 2	10,100 - 30,000	 # Cover inks: 1 - 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
5 1/2" x 8 1/2"	52 - 160	1 - 2	500 - 10,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
6" x 9"	52 - 160	1 - 2	500 - 10,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.

8 1/2" x 11"	52 - 160	1 - 2	500 - 10,000	 # Cover inks: 1 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
9" x 12"	52 - 160	1 - 2	500 - 10,000	 # Cover inks: 1 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
5 1/2" x 8 1/2"	52 - 160	3+	10,100 - 30,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
6" x 9"	52 - 160	3+	10,100 - 30,000	# Cover inks: 1 - 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.

	8 1/2" x 11"	52 - 160	3+	10,100 - 30,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
	9" x 12"	52 - 160	3+	10,100 - 30,000	 # Cover inks: 1 - 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days; available for books over 48 pages only.
LOT C	5 1/2" x 8 1/2"	8 - 48	3+	500 - 10,000	# Cover inks: 1 - 5 Binding: Saddle Stitch or Loose Leaf
	6" x 9"	8 - 48	3+	500 - 10,000	# Cover inks: 1 - 5 Binding: Saddle Stitch or Loose Leaf
	8 1/2" x 11"	8 - 48	3+	500 - 10,000	 # Cover inks: 1 - 5 Binding: Saddle Stitch or Loose Leaf
	9" x 12"	8 - 48	3+	500 - 10,000	# Cover inks: 1 - 5 Binding: Saddle Stitch or Loose Leaf

					# Cover inks: 1
LOT D	5 1/2" x 8 1/2"	8 - 48	3+	10,100 - 30,000	# Cover Inks: 1 – 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
	6" x 9"	8 - 48	3+	10,100 - 30,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
	8 1/2" x 11"	8 - 48	3+	10,100 - 30,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
	9" x 12"	8 - 48	3+	10,100 - 30,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
	5 1/2" x 8 1/2"	52 - 160	3+	500 - 10,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days

r					
	6" x 9"	52 - 160	3+	500 - 10,000	 # Cover inks: 1 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
	8 1/2" x 11"	52 - 160	3+	500 - 10,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
	9" x 12"	52 - 160	3+	500 - 10,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
	5 1/2" x 8 1/2"	52 - 160	3+	10,100 - 30,000	 # Cover inks: 1 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
	6" x 9"	52 - 160	3+	10,100 - 30,000	 # Cover inks: 1 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days

8 1/2" x 11"	52 - 160	3+	10,100 - 30,000	 # Cover inks: 1 -5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days
9" x 12"	52 - 160	3+	10,100 - 30,000	 # Cover inks: 1 5 Binding: Saddle Stitch or Perfect Bound Perfect Binding: 3 additional days

1.3 CONTRACT TERM

These Contracts 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 Contracts are subject to an initial ninety (90) day evaluation period. If at the end of that time, the quality and/or responsiveness of the Contractor(s) are 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 this Contract, 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.

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 Contractor, 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 Contractor 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

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.

1.7 ESTIMATED VOLUME

LOT	# of Orders	Total Spend
A	17	\$19,527.92
В	13	\$32,230.91
С	24	\$41,197.27
D	19	\$49,913.17
	Contract Total Spend	\$142,869.27

Below is the list of Contract orders for a one-year period (April 2020 – March 2021):

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.

2.1 EXPERIENCE

All Bidders shall have been performing print production as described in section 1.2.1 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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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. Halftones must be clean and crisp, with consistent quality at 133-line screen on uncoated stock and 150 line screen on coated stock.
- 5. Folding must be square and accurate with exact alignment of crossover printing across folds.
- 6. Finishing operations must be clean and applied correctly.
- 7. Cutting and trimming must be square, clean and correctly aligned and positioned.
- 8. Gluing must be of the highest quality and maintain adhesion and durability for the weight of each volume for a minimum of two (2) years.
- 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 PC and MAC platforms.

3.1.3.2 Digital Files

Contractor must be able to edit original digital files.

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 7.10.

3.1.4.2 Samples of Books/Booklets

If/when requested by the Department, all Bidders must supply two (2) printed samples of books/booklets for each lot being bid on as described in this RFB per section 7.5 that were produced using Contractor's equipment.

3.2 PERFORMANCE AND SUPPORT REQUIREMENTS

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3.2.1 Quantities

This bid includes all quantities from 500 through 30,000. Each LOT has specific quantities. 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 5-1/2" x 8-1/2", 6" x 9", 8-1/2" x 11", and 9" x 12". See section 1.2.1, Description of LOTs. However, the Ordering Agency may request other size booklets by requesting a special price quote.

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. The Contractor will write these files to CD or other medium. Contractor may not charge for returning electronic files during the life of the Contract. At the end of the Contract period, the Ordering Agency has 180 days to request the return of final printer files from the Contractor.

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

Standard practice is for the Ordering Agency to purchase paper off the statewide mandatory paper, printing grade Contract and have that paper delivered to the Contractor's location. However, Ordering Agencies may request the Contractor to furnish paper from the Contractor's stocked papers.

Coated and uncoated papers may be used in weights from 50 lb. offset (.0035") through 12 pt. cover (.012"). Stocks outside of these parameters may be negotiated between the Contractor and Ordering Agency.

3.2.5.1 Agency Furnished Paper

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

1. An acknowledgement of receipt by the Contractor is required. An email or fax to the Ordering Agency confirming the receipt of paper is acceptable.

- 2. The Contractor is required to safely store and protect from damage all Agency furnished paper.
- 3. 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.
- 4. 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

The Contractor, when requested to supply paper 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,

(https://www.epa.gov/smm/comprehensive-procurement-guidelines-paper-and-paper-products)

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.

3.2.6.1 Special Inks

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

3.2.6.2 Laser Compatible Inks

Agencies may request laser compatible inks. 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 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.

3.2.7.1 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.

3.2.7.2 Types of Proofs

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

3.2.7.2.1 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.

3.2.7.2.2 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

3.2.7.2.3 Color Proof

These are color proofs that show color breaks and are calibrated to the press to show the true color after production. They are an important validation tool for the customer and a quality control guide for the press operator. The Contractor must have the ability to produce Color Proofs.

3.2.7.2.4 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.

3.2.8 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.

3.2.8.1 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.

3.2.8.2 Final Folding

A Final Fold is required on this contract for all LOTs and may be subcontracted. A Final Fold is an 8-1/2" x 11" booklet after being completely assembled including saddle-stitched or Nested Newsletters folded down to 5-1/2" x 8-1/2". The following restrictions apply:

3.2.8.2.1 Booklet Size

Only for 8-1/2" x 11" saddle-stitched booklets or as a Nested Newsletter.

3.2.8.2.2 Number of Pages

Cannot exceed 16 pages including cover.

3.2.8.2.3 Paper Stock

- No cover weight paper stock is allowed with a booklet requiring a Final Fold.
- Booklets greater than 12 pages including cover but no more than 16 pages including cover cannot exceed 60# coated text or 50# uncoated offset.
- Booklets with 12 or less pages including cover cannot exceed 80# coated text or 60# uncoated offset.

3.2.8.3 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.

3.2.8.4 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.

3.2.8.5 Drilling

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

3.2.8.6 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).

3.2.8.6.1 Stitched Envelopes

Envelopes stitched within a saddle-stitched booklet or nested newsletter is required on this contract for all LOTs and may not be subcontracted. Remittance envelopes of various sizes maybe requested to be stitched within a booklet or nested newsletter. Envelope stock will be provided by the Ordering Agency with a 3% overage.

3.2.8.7 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.

3.2.9 Standard Packaging

Industry standard packaging for this type of printing must be provided at no additional charge and must be carton packed to protect 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 "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.

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. Contractors shall designate an individual to function as the primary contact for these Contracts. Contractors must indicate the name, telephone and address of the primary contact on the attached Vendor Information Sheet.
- 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 the Standard Terms and Conditions for State of Wisconsin Printing 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 based on LOT. 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.

3.2.13.2 Proof Time Allowances

Proofing time allowed will be as follows:

- Two (2) working days (Monday through Friday, except State holidays) for all emailed PDF Proofs
- Four (4) working days (Monday through Friday, except State holidays) for LOTs A and C
- Five (5) working days (Monday through Friday, except State holidays) for LOTs B and D

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.

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.

3.2.13.3 Standard Production Time Allowances

Quantity	Page Count	Proof Time	Production Time	Total Time
Up to 10,000	Any number of pages	2 Days (PDF proof)	8 Days	10 Days
Up to 10,000	Up to 48 pages	4 Days	6 Days	10 Days
Up to 10,000	52 or more pages	5 Days	8 Days	13 Days
More than 10,000	Any number of pages	2 Days (PDF proof)	10 Days	12 Days
More than 10,000	Up to 48 pages	4 Days	7 Days	11 Days
More than 10,000	52 or more pages	5 Days	10 Days	15 Days

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

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.

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.

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 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 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.

Orders shipped to an address outside of Wisconsin, the Bidder will pay for shipping to the closest Wisconsin zip code and the Ordering Agency will pay for the shipping from that Wisconsin zip code to the final destination zip code. This additional cost shall be provided to the Ordering Agency in writing and 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).

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.

Production Period	Report Due
January through March	April 15
April through June	July 15
July through September	October 15
October through December	January 15

These reports must be provided to the State Bureau of Procurement and contain a detailed description of each order produced under the Contract 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
- 4. Lot (i.e. A)
- 5. Delivery Date
- 6. QTY
- 7. Number of Pages
- 8. Number of Inks Body (i.e. 2/1)
- 9. Number of inks Cover (i.e. 2/1)
- 10. Paper Furnished by Printer
- 11. Paper Provided by Ordering Agency
- 12. Total Cost for Order

Use supplied excel file already formatted for all quarterly print reports. The name for this file is "Quarterly Print Report".

4.5.1 Market: Paper Stocks

The Contractor will be required to keep records on the volume and types of stocks furnished by the Contractor 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 six (6) 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.

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 venders are required to accept the State Purchasing Card system as a payment option; however, for orders less than or equal to \$5,000 shall not have any surcharges for using the Purchasing Card. For orders over \$5,000 and the Ordering Agency uses the Purchasing Card, the Contractor is allowed to apply a surcharge for using the Purchasing Card. 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.

5 COST STRUCTURE AND COST SHEET INSTRUCTIONS

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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 do not need to submit Bid Rates for all LOTs**, but for those LOTs that are being bid, Bidders must submit a Bid Rate for that LOT. **For LOTs not being bid on, Bidder must enter "NO BID".**

• **Price Charts** (attached) are used to calculate the cost for each print job and for determining the amount of paper to be ordered from the Paper Contract which is then shipped to the Contractor.

- Attachment B Cover Price Chart
- Attachment C LOT A Price Chart
- Attachment D LOT B Price Chart
- Attachment E LOT C Price Chart

- Attachment F LOT D Price Chart
- Attachment G Miscellaneous Operation Rates

These price charts can be found in the "Supporting Documents" section of eSupplier.

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 as outlined in section 4.2. Bid prices shall 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 for each desired LOT A – D 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 Book Publications Bound and Collated Price Charts will remain unchanged for the life of the Contract.

5.3.1 Price Chart Structure

The Price Chart Index indicates which Price Chart belongs to each LOT.

5.3.1.1 Covers

Covers, if using different paper stock than the body of the book, also identified as "Plus Cover" or also used when the cover uses the same paper as the body and has color while the rest of booklet is only one color, are calculated using a separate excel file named "Cover Price Charts". The "Cover Price Charts" 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 Price Charts for the Body and Self Cover are separate excel files broken up by LOT. These Price Charts are separated into separate tabs within the excel file by LOT. Each Price Charts is broken down by the number of pages.

5.3.1.3 Misc Operations Rates

For operations not covered in the "Cover Price Charts" or the specific LOT price chart are found in the "Misc Operations Rates" price chart.

5.3.1.4 Paper

These price charts are used to determine the number of sheets of paper in specific sizes needed to complete the print job.

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 that specific LOT and to the "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 for each desired LOT (A - D) 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.

For LOTs not being bid on, Bidder must enter "NO BID".

Example: +4% or -3% or NO BID

Bidder must include the "+" if positive or "-" if negative

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.

6 BID PROCEDURE AND INSTRUCTIONS

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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.

DATE	EVENT
Monday, June 28, 2021	Date of Issue of the RFB
Wednesday, July 14, 2021 at 4:00 PM CT	Date Questions Due
Friday, July 16, 2021 (tentative)	Responses to Questions Posted
Wednesday, August 4, 2021 at 2:00 PM CT	Bids Due from Bidders

6.2 CORRESPONDENCE, CLARIFICATIONS AND QUESTIONS

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document by **Wednesday**, July 14, 2021 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

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 #28357-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.

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) or 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.

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 one (1) hard copy and one (1) USB Flash Drive (electronic copy) of all materials required for acceptance of their Bid by the deadline to:

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 Bids shall be received and time-stamped at the above location no later than **Wednesday, August 4**, **2021 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 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).

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

There will be no in-person Bid Opening. A Microsoft TEAMS meeting shall be held instead on Wednesday, August 4, 2021 at 3:00 pm CT.

To join the Bid Opening please dial 608-571-2209 and use Conference ID 642 061 382#.

The names of the 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.

7.4 METHOD OF AWARD

The Bid award will be made on the basis of the lowest responsive, responsible Bidder per LOT. The Bidder with the most discount percentage off the LOT Price Chart will be awarded that LOT. 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 Bid. 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

Samples will be requested if needed.

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.

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: <u>https://www.sam.gov/portal/SAM</u>.

7.9 CERTIFICATION FOR COLLECTION OF SALES AND USE TAX

Wisconsin has a new law relating to the collection of sales and use tax (s.77.66) by vendors doing business with the State of Wisconsin. This law provides that state agencies and certain authorities cannot enter into any contract or order for the purchase of materials, supplies, equipment or contractual services with vendors or their affiliates who are not registered, collecting and remitting Wisconsin sales or use tax on sales of tangible personal property or taxable services in Wisconsin.

The Department of Revenue (DOR) is responsible for verifying that vendors and their affiliates are in compliance with the tax law and also for certifying a list of ineligible vendors to the Department of Administration. Ineligible vendors are listed in the Certification for Collection of Sales and Use Tax Vendor Directory. This directory is located at:

http://vendornet.state.wi.us/vendornet/wocc/CertList.pdf.

A vendor that only makes sales that are not subject to sales or use tax under Chapter 77, Wis. Statutes, will not be required to register for the collection of Wisconsin sales or use tax. The vendor may complete an Affidavit of Exempt Sales in lieu of registering with the Wisconsin Department of Revenue.

7.10 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.

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 to be used if submitting outside of the eSupplier Portal)
- DOA-3543 Wage Information
- DOA-3766 Vendor Purchasing Card Information
- DOA-3832 Bidder Required Form
- Subcontractor Form
- Submit two (2) samples for each LOT being bid on (only if requested by the Department)
- 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

- Amendment 1 (if applicable) Response to Q&A
- Appendix A Terms and Conditions
- Attachment A Bidder Check List
- Attachment B Cover Price Charts

- Attachment C Price Chart LOT A
- Attachment D Price Chart LOT B
- Attachment E Price Chart LOT C
- Attachment F Price Chart LOT D
- Attachmnet G Misc Operation Rates