

NEW

State of Maine



Master Agreement

Effective Date: 05/15/19

Expiration Date: 04/30/20

Master Agreement Description: MA for Printing of Postcards and Mailers for EHB

Buyer Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information

Roberta Leonard 207-624-7380 ext. roberta.m.leonard@maine.gov

Requestor Information

Roberta Leonard 207-624-7380 ext. roberta.m.leonard@maine.gov

Authorized Departments

18S STATE EMPLOYEE HEALTH COMM

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000000033

Vendor Name

ARMSTRONG FAMILY INDUSTRIES

Alias/DBA

SNOWMAN PRINTING & STAMPS

Vendor Address Information

1 PRINTERS DRIVE

HERMON, ME 04401

US

Vendor Contact Information

Kevin Faucher

207-848-7300 ext. 123

Kevin@snowprint.com

Payment Discount Terms

Discount 1: 1.0000 % 10 Days

Discount 2: % 0 Days

Discount 3: % 0 Days

Discount 4: % 0 Days

Commodity Information

Vendor Line #: 1

Vendor Name: ARMSTRONG FAMILY INDUSTRIES

Commodity Line #: 1

Commodity Code: 96636

Commodity Description: MA for Printing of Postcards and Mailers for EHB

Commodity Specifications:

Commodity Extended Description: Annual Contract for the Printing of Postcards and Bi-fold Mailers for Employee Health and Benefits. This is for printing, mail preparation, and delivery. Agency Contact: Heather Albert (207) 624-7363, Heather.Albert@maine.gov. CONTRACT PERIOD: May 15, 2019 thru April 30, 2020. All specifications, pricing, terms and conditions are attached and made a part of this Master Agreement (MA).

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

5

Free on Board

FOB Dest, Freight Prepaid

Contract Amount

\$0.00

Service Start Date

05/15/19

Service End Date

04/30/20

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES

MA 18P 1904300000000000165

**Master Agreement for the Printing of Postcards and Bi-fold Mailers
for Employee Health and Benefits**

DETAILED SPECIFICATIONS

SCOPE: To establish an annual contract for the printing of **Postcards** and **Bi-fold Mailers** for State of Maine, Employee Health and Benefits. This is for printing, mail preparation, and delivery. It does not include mailing. The pieces will be mailed by the State of Maine, State Postal Center.

INITIAL CONTRACT PERIOD: May 15, 2019 thru April 30, 2020

CONTRACT RENEWAL: Following the initial term of the contract, the Division may opt to renew the contract for **three** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the contract is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	5/15/2019	4/30/2020
Renewal Period #1	5/1/2020	4/30/2021
Renewal Period #2	5/1/2021	4/30/2022
Renewal Period #3	5/1/2022	4/30/2023

SPECIFICATIONS:

❖ **Postcards**

Size: 4-1/4" x 6".

To be printed 2 sides, 4/4 process color on White 80 – 100 lb. Cover stock.

Please Note: There must be a minimum of 5/8" space on the bottom of the backside of the postcard so USPS can apply their barcode sticker.

Copy supplied as PDF file.

Vendor is to strip in First class, pre-sort, permit #8, Forward Service Requested.

Proof required.

Vendor is to proof mail panel with the State Postal Center.

Addresses will be supplied in an Excel file in Zip Code order.

Excel file will be emailed to successful vendor upon award.

Vendor is to address mail pieces and prepare for mailing with the proper paperwork per State Postal

Regulations (see attached file).

Vendor is required to run addresses through NCOA and send agency a file with address changes.

Vendor must comply with all USPS requirements.

Prepared mail pieces are to be delivered to the State Postal Center for mailing at 85 Leighton Road, Augusta, ME.

Vendor is to coordinate delivery with the State Postal Center.

❖ **Bi-fold Self-Mailer**

- 1 sheet, (one sheet, printed two sides)
- 2 sheets (one sheet printed one side, and one sheet printed 2 sides)
- 2 sheets, (two sheets printed two sides)

Paper size: 8-1/2" x 11".

Printed black ink on Colored 70 lb. recycled offset.

Electronic copy supplied.

Vendor is to strip in First class, pre-sort, permit #8, Forward Service Requested.

Proof required.

Vendor is to proof mail panel with the State Postal Center.

Vendor is to collate, bi-fold, and wafer seal (per postal regulation) for mailing.

Addresses will be supplied in Excel file in Zip Code order.

Vendor is to address mail pieces and prepare for mailing with the proper paperwork per State Postal Regulations (see attached file).

Vendor is required to run addresses through NCOA and send agency a file with address changes.

Vendor must comply with all USPS requirements.

Prepared mail pieces are to be delivered to the State Postal Center for mailing at 85 Leighton Road, Augusta, ME.

Vendor is to coordinate delivery with the State Postal Center.

QUANTITIES: Agency will request delivery in quantities as needed in increments of 2,000 up to 17,999. Vendors price is by quantity, for each type of mailer, per thousand (see attached spreadsheet).

ORDERING PROCEDURE: Delivery Orders (DO) will be created in Advantage ME - **unless** the State of Maine Procurement Card is used for payment. Delivery Orders in the amount of \$5000.00 or less will be e-mailed by the using agency to the Vendor as a PDF file. Delivery Orders in amounts greater than \$5000.00 will workflow to the Division of Purchases' Buyers for approval and encumbrance, and then the Division of Purchases will e-mail the PDF order to the Vendor. If agency is using a State of Maine Procurement Card, a DO will not be created.

PROOFS: Vendor MUST provide proofs.

PRICE: Price is all inclusive. Price includes all set-up, art charges, mail preparation, shipping, etc.

DELIVERY: Agency will request deliveries as needed. All jobs will be time sensitive, and vendor will be required to deliver by the date specified for each job. All shipping charges are to be included in the price of the forms. Delivery will be to one location – State Postal Center, 85 Leighton Road, Augusta, ME. Vendor is required to coordinate delivery with the State Postal Center.

INVOICING: Vendor is to invoice agency directly per job. Vendor is to reference DO number on all invoices.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

CANCELLATION CLAUSE: The Director of the Division of Purchases reserves the right to cancel this contract with a thirty (30) day written notice, or cancel immediately due to non-compliance with terms & conditions of

contract.

MONTHLY REPORT: Vendor will be responsible for generating a “**Monthly Report**” to be submitted to the Division of Purchases **no later than the 5th of each month** for the previous month’s activities. Each report is to include each order received for the month and must have the following information: **Order Date, Item Ordered, Quantity Ordered and Dollar Amount.**

Postal Clauses

SPECIAL INSTRUCTIONS PERTAINING TO DELIVERIES TO THE STATE POSTAL CENTER:

ALL MAIL PIECES MUST meet UNITED STATE POSTAL SERVICE regulations. ALL PRESORTED MAIL **MUST** meet MOVE UPDATE REQUIREMENTS. If **NCOA** is the option used to meet the Move Update requirements, then all address corrections **MUST** be provided to the Agency. For any questions pertaining to mail requirements, please contact WANDA PLANTE at the STATE POSTAL CENTER (207) 287-4657.

PROOFS: The VENDOR is responsible for submitting a proof of the mail panel AND a copy of the purchase order to the STATE POSTAL CENTER for approval prior to printing the order. Contact WANDA PLANTE at the STATE POSTAL CENTER - (207) 287-4657 or Wanda.Plante@maine.gov. When emailing, please cc Robert.L.Gay@maine.gov and Danny.Danforth@maine.gov just in case Wanda is not available.

DELIVERY: ALL DELIVERIES to the STATE POSTAL CENTER **MUST** include a copy of the purchase order and a mail card (to be obtained from the agency). **IMPORTANT:** ***VENDOR IS TO NOTIFY STATE POSTAL CENTER OF DELIVERY 24 HOURS IN ADVANCE.***

**NOTE: The information below may become outdated. Vendor is responsible for the most up-to-date postal regulations.*

Revised Standards for Folded Self-Mailers 1/5/13*:

The effective date for the Folded Self-Mailers (FSM) revised standards is January 5, 2013. The final rule [Federal Register](#) was published on December 1, 2011. Additional FSM reference materials including graphic illustrations are on RIBBS under the Folded Self-Mailers web page at <https://ribbs.usps.gov/index.cfm?page=fsm>. Business Mail Entry employees and Mailpiece Design Analysts can also help answer questions on the revised FSM standards.

The revised standards are intended to provide mailers more mailpiece design options, while balancing design innovation and machinability to improve the overall supply chain.

Key points in the revised standards include:

- The final fold must be on the bottom, for oblong pieces, the final fold is on the leading edge.
- When tabs are used as the sealing method, a minimum of two are required. Tabs cannot be placed on the bottom edge of oblong pieces.
- New language added about glue as a sealing method.
- New language added about a variety of optional elements that can be incorporated in the FSM design such as attachments, loose enclosures, perforations, and die-cuts.

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

F. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRS §8-509 (1): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

Appendix A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <u>THE SNOWMAN GROUP</u>		
Chief Executive - Name/Title: <u>RICH ARMSTRONG - PRESIDENT</u>		
Tel: <u>848-7300</u>	Fax: <u>848-7400</u>	E-mail: <u>RICH@SNOWPRNT.COM</u>
Headquarters Street Address: <u>1 RUNTERS DRIVE</u>		
Headquarters City/State/Zip: <u>HERMAN, ME 04401</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>KEVIN FAUCHER - CSR</u>		
Tel:	Fax:	E-mail: <u>KEVIN@SNOWPRNT.COM</u>
Street Address: <u>- SAME -</u>		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: <u>Kevin Faucher</u>	Title: <u>CSR</u>
Authorized Signature: <u>[Signature]</u>	Date: <u>7/26/18</u>

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: <i>Kevin Faucher</i>	Title: <i>CSR</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>7/26/18</i>

Printing of Postcards and Bi-fold Mailers for Employee Health and Benefits

MA # 18P 1904300000000000165

Pricing Spreadsheet

Initial Term: 5/15/2019 - 4/30/2020

Company Name: Armstrong Family Industries dba Snowman Printing
Contact: Kevin Faucher
Telephone: (207) 848-7300
Email: Kevin@Snowprint.com

Postcards

Quantity	Price per M
2000 - 2999	\$92.207
3000 - 3999	\$79.955
4000 - 4999	\$73.098
5000 - 5999	\$68.528
6000 - 6999	\$65.419
7000 - 7999	\$63.126
8000 - 8999	\$61.343
9000 - 9999	\$59.777
10000 - 10999	\$58.623
11000 - 11999	\$57.661
12000 - 12999	\$56.847
13000 - 13999	\$56.151
14000 - 14999	\$55.547
15000 - 15999	\$54.930
16000 - 16999	\$54.762
17000 - 17999	\$54.058

Bi-fold Mail Pieces

1 sheet, printed 2 sides

Quantity	Price per M
2000 - 2999	\$105.950
3000 - 3999	\$97.715
4000 - 4999	\$92.768
5000 - 5999	\$89.474
6000 - 6999	\$87.116
7000 - 7999	\$85.349
8000 - 8999	\$83.976
9000 - 9999	\$82.825
10000 - 10999	\$81.977
11000 - 11999	\$81.226
12000 - 12999	\$80.592
13000 - 13999	\$80.041
14000 - 14999	\$79.577
15000 - 15999	\$79.166
16000 - 16999	\$78.802
17000 - 17999	\$78.478

Bi-fold Mail Pieces

2 sheets, printed 1 side and 2 sides

Quantity	Price per M
2000 - 2999	\$134.267
3000 - 3999	\$126.638
4000 - 4999	\$122.056
5000 - 5999	\$119.000
6000 - 6999	\$116.819
7000 - 7999	\$115.184
8000 - 8999	\$113.908
9000 - 9999	\$112.890
10000 - 10999	\$112.057
11000 - 11999	\$111.363
12000 - 12999	\$110.717
13000 - 13999	\$110.271
14000 - 14999	\$109.835
15000 - 15999	\$109.454
16000 - 16999	\$109.116
17000 - 17999	\$108.818

Bi-fold Mail Pieces

2 sheets, printed 2 sides

Quantity	Price per M
2000 - 2999	\$140.427
3000 - 3999	\$132.758
4000 - 4999	\$128.152
5000 - 5999	\$125.080
6000 - 6999	\$122.888
7000 - 7999	\$121.244
8000 - 8999	\$119.962
9000 - 9999	\$118.938
10000 - 10999	\$118.100
11000 - 11999	\$117.403
12000 - 12999	\$116.814
13000 - 13999	\$116.305
14000 - 14999	\$115.867
15000 - 15999	\$115.484
16000 - 16999	\$115.145
17000 - 17999	\$114.844