

NEW

**State of Maine****Master Agreement****Effective Date:** 07/10/18**Expiration Date:** 07/31/20**Master Agreement Description:** Printed Envelopes, #9 and #10, Regular and Window**Buyer Information**Debbie Jacques 207-624-7890 **ext.** DEBBIE.JACQUES@MAINE.GOV**Issuer Information**DEBBIE JACQUES 207-624-7890 **ext.** DEBBIE.JACQUES@MAINE.GOV**Requestor Information**Debbie Jacques 207-624-7890 **ext.** DEBBIE.JACQUES@MAINE.GOV**Agreement Reporting Categories**

1. Recycled

**Authorized Departments**

ALL

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VS0000000033

**Vendor Name**

ARMSTRONG FAMILY INDUSTRIES

**Alias/DBA**

SNOWMAN PRINTING &amp; 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**

<b>Discount 1:</b>	1.0000 %	<b>10 Days</b>
<b>Discount 2:</b>	%	<b>0 Days</b>
<b>Discount 3:</b>	%	<b>0 Days</b>
<b>Discount 4:</b>	%	<b>0 Days</b>

**Commodity Information****Vendor Line #:** 1**Vendor Name:** ARMSTRONG FAMILY INDUSTRIES**Commodity Line #:** 1**Commodity Code:** 96631**Commodity Description:** Printed Envelopes, #9 and #10, Regular and Window**Commodity Specifications:****Commodity Extended Description:** Annual Contract for the Printing of #9 and #10 Envelopes. Original Contract Period: July 10, 2018 through July 31, 2020. All Specifications, Terms and Conditions are attached and made a part of this MA.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 5	<b>Free on Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> Snowman2018	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 07/10/18	<b>Discount End Date</b> 07/31/20

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

**MA #18P 18062100000000000151**

**Printed Envelopes, #9 and #10, Regular and Window**

**Initial 2-Year Contract Period:** July 10, 2018 to July 31, 2020

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for two renewal periods of one 2-year renewal and one 1-year renewal, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	7/10/2018	7/31/2020
Renewal Period #1	8/1/2020	7/31/2022
Renewal Period #2	8/1/2022	7/31/2023

**Quantities:** This contract will be for quantities of 500 to 100,000 (1 box to 200 boxes).

**Envelope Sizes:** #9 Regular & Window – 3-7/8” x 8-7/8”  
#10 Regular & Window – 4-1/8” x 9-1/2”

**Standard Window Size:** 1-1/8” x 4-1/2”

**Standard Window Position:** 7/8” from left and 1/2” from bottom

**Envelope Stock:** All envelopes are to be 24 lb. white wove **recycled** stock with full-gummed flap and diagonal seams. Windows are to be poly material.

**Ink:** To be Reflex blue or black ink **ONLY**. Ink to be water based or soybean.  
All envelopes to be printed one side, one color only (1/0). (Printed envelopes include Business Reply, Corner Card Address, or any other one-side printed envelope.)

**IMPORTANT NOTE:** *This MA is for orders that fit into the above specifications **ONLY**.*

**Typesetting:** Copy may be supplied in many different formats (actual envelope, electronic file, faxed, etc.). If typesetting is needed, vendor will be responsible for typesetting and providing proofs to departments. All corner cards are to be typeset in “Goudy Handtooled” typestyle. Vendor will have to match typestyle.

**NOTE: All typesetting charges are to be included in the quoted price of the envelopes.**

**Price:** Price is per box, based on the quantity ordered. Price is all inclusive. All shipping, typesetting, etc., are included in the per box price.

**Packaging:** Envelopes to be packaged in boxes of 500, 2500 per case.

**Ordering Procedure:** Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), ***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. The Division of Purchases will e-mail the PDF order to the Vendor if the order is greater than \$5000. Agency **WILL NOT** create a DO if order is being placed using a procurement card.

**Delivery:** To be delivered to various locations throughout the State of Maine. The majority will be delivered in the Augusta area. Prices are to be FOB delivered. Deliveries must be made within **5-10 working days** after receipt of order.

**Billing:** Vendor to bill all agencies directly referencing 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.

**Monthly Report:** Vendor will be responsible for generating a "**Monthly Report**" to be submitted to the Division of Purchases **no later than the 5<sup>th</sup> of each month** for the previous month's activities. Each report should include each order received for the month and include: **Ordering Department, Envelope Description, Quantity and Dollar Amount.**

# **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](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 §8-303 (2): 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."

