

**THE UNIVERSITY OF NORTHERN IOWA
CEDAR FALLS, IA**

Request For Proposal Q8652

Printing of The Northern Iowan

**Purchasing Services – Office of Business Operations
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, IA 50614-0008
Email, molly.rickert@uni.edu**

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Please note: an electronic version of this Request for Proposal can be downloaded from:
http://www.vpaf.uni.edu/obo/purchasing/rfq_display.shtml

RFP No. Q8652
Section I
Proposal Instructions and Conditions

1.1 General

The University of Northern Iowa (also referred to as “University” or “UNI”) is interested in acquiring the services of a reputable person or firm with a demonstrated ability to provide services in an efficient, professional manner, complying with State and Federal regulations and UNI policies. The individual or firm will provide printing services for The Northern Iowan student newspaper.

1.2 Description of the University of Northern Iowa

The University of Northern Iowa, located in Cedar Falls, Iowa was founded in 1876. Today, the campus covers 915 acres and consists of six colleges: Business Administration, Education, Humanities and Fine Arts, Natural Sciences, Social and Behavioral Sciences, and Graduate College. Approximately 12,600 undergraduate and graduate students are currently enrolled. The University employs approximately 3,100 faculty and staff, and 4,700 student employees on an annual basis.

1.3 University Representative

All questions and comments in reference to this Request for Proposal must be directed to:

Molly Rickert
Purchasing Agent
103 Gilchrist Hall
University of Northern Iowa
Cedar Falls, Iowa 50614-0008
Telephone (319)273-6448
molly.rickert@uni.edu

1.4 Each Vendor, by submitting a proposal, acknowledges its representatives have:

1.4.1 Read and completely understood the proposed Contract Documents contained in this RFP. The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work, Proposal Content, Form of Proposal, and all attachments); any subsequent Addenda issued by UNI, Bidders response to this RFP, and any contractual agreement that may result from this RFP.

1.4.2 Based their proposal upon the requirements described in the proposed Contract Documents.

1.5 Receipt and Opening of Proposals

1.5.1 Proposals are to be submitted in an envelope, box, or package labeled “RFP Q8652: Printing Services”. Proposals must be received by Purchasing Services in the Office of Business Operations, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, by 3:00 P.M., CST, on March 31, 2009. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as non-responsive.

One (1) original and one (1) copy of the proposal are to be submitted to Purchasing Services in response to this RFP.

1.5.2 UNI reserves the right to accept or reject any or all proposals and to waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide an unfair competitive advantage to any Company. UNI reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.

1.5.3 No proposals submitted by use of oral, telephonic, or telegraphic methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal

is sent by mail, Company should make allowance for the time required for such transmission.

- 1.5.4 Company's legally authorized representative shall sign the proposal. The official name, address, telephone, and fax number and e-mail addresses are to be stated on the proposal form.
- 1.5.5 No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 1.5.6 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Proposals will be available for public viewing after a contract has been finalized with the awarded Company. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, shall relieve UNI personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way released.

- 1.5.7 All opened proposals become the property of UNI and will not be returned to the proposer.

1.6 Prerogatives of the University

This solicitation does not commit the University to award a contract or to pay any costs incurred in the preparation of a proposal and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to UNI. The University reserves the right to accept or reject any or all proposals received; to negotiate with any qualified respondent or respondents; or to cancel, in part or in its entirety, this RFP.

1.7 Addenda

Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Purchasing Services to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.8 Qualification of Company

- 1.8.1 UNI shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.
- 1.8.2 UNI reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy UNI that said Company is properly qualified to carry out the obligations specified herein.
- 1.8.3 UNI reserves the right to award based on the proposal(s) determined to be in its best interest.

1.9 Exceptions to Contract Documents

Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Scope of Work of Section III, and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract in Section II. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of UNI. Exceptions not stated on Attachment A will have no effect.

1.10 Preference Laws

UNI will give preference to purchasing from Iowa based businesses if the proposals submitted are comparable in pricing and their ability to meet all other evaluation criteria, when compared with proposals submitted by other Companies.

1.11 Gratuities

The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

1.12 Proposal Evaluation

The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria which are listed in no particular order:

- Cost of services
- Ability to perform services meeting University's deadlines
- Ability to provide satisfactory client lists/references
- Demonstrated expertise/experience performing printing services

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Section II

Terms and Conditions of the Contract

The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.

2.0 Terms

2.0.1 The University

The University is the University of Northern Iowa. The term University means the University or the University's authorized representative. The University may be referred to as "University" or "UNI".

2.0.2 The Company

The Company is the person or organization to which the University will issue a contractual agreement, when/if award of this Request for Proposal is made. The term Company means the Company or the Company's authorized representative.

2.0.3 The Work

The Work comprises the services and expenses required by the Contract Documents to carry out the contract.

2.0.4 The Agreement

The Agreement refers to the contractual agreement between UNI and the awarded Company, detailed in the contract documents and signed by both parties, and incorporating the RFP and Company's response by reference. The agreement may be referred to as "Contract" or "Agreement".

2.0.5 Contract Documents

The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by UNI, Bidders response to this RFP, and any contractual agreement that results from this RFP.

2.1 Non-appropriation of Funds

Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then UNI shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

2.2 Immunity from Liability

Every person who is a party to this Agreement is hereby notified and agrees that UNI, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.3 Indemnification

2.3.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

2.3.2 In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.4 Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where protected by law, except where it relates to a bona fide occupational qualification. In the event of the Company's noncompliance with this clause or with any related federal or state regulations, this contract may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further contracts with the Board of Regents, State of Iowa.

2.5 Subcontractors

Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance, in writing, and be acceptable to UNI. The Company is responsible for all acts of its subcontractors, as well as, the subcontractors' performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with UNI.

2.5.1 If Company is not available to perform specified services under this Agreement, due to vacation or absence, a partner of Company may perform services for crisis or hospitalization, but will not cover the regular clinic hours.

2.6 Insurance

Company shall purchase and maintain, throughout the term of this Agreement, comprehensive general liability insurance, including contractual liability, slip and fall coverage and comprehensive automobile liability insurance to protect Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Company, subcontractor, agent, or by anyone else directly or indirectly employed by Company. In addition, Company shall purchase and maintain errors and omissions insurance to protect UNI from any losses associated with Company's acts. All statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below:

Worker's Compensation Statutory

Comprehensive General Liability \$1,000,000 each occurrence* w/medical payments \$10,000

Commercial Auto Liability \$1,000,000 each occurrence*

*\$2 Million aggregate

Company shall purchase and maintain Medical Professional Liability Insurance with limits of not less than \$1,000,000 per person and \$1,000,000 aggregate basis. Company must provide proof of coverage to the University through written certification from the insurance carrier.

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on such policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation, shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.7 Amendments to the Agreement

When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

2.8 Laws

Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

2.9 Assignment

The award of this RFP may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of UNI. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

2.10 Advertising

Company shall not use or reference the name of University of Northern Iowa as a part of any commercial advertising without prior written approval of UNI's central administration and its Trademark and Licensing Office.

2.11 Taxes

UNI is exempt from State and Local Sales and Use Taxes on the services.

2.12 Access to Company Records/Audits

The Company agrees to keep and provide full access to all records that pertain to UNI throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute.

2.13 Termination

2.13.1 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services for UNI, or if Company is otherwise guilty of a substantial violation of the Contract Documents, UNI may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to UNI.

2.13.2 In any case where Company has failed to provide equipment and services or has provided nonconforming equipment and services, UNI shall provide a Cure Notice. If after notice Company continues to be in default, UNI may procure services from another source and terminate the Agreement, without penalty to UNI. Company may be required to pay UNI the difference if a higher cost firm is selected.

2.14 Severability of the Agreement

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

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Section III
Scope of Work

3.1 Term of Agreement

The University of Northern Iowa is requesting proposals for printing of the Northern Iowan student newspaper. The term of the agreement will be July 1, 2009 through June 30, 2010 with the option to renew for two additional one year periods by mutual agreement, through June 30, 2012. The Northern Iowan is published semi-weekly during the academic year and weekly during the summer session, except for vacation and examination periods. Sample copies and publication schedules are available upon request.

Company will be responsible for the following:

3.2 Printing - Offset

- 3.2.1 Number of copies will be 8,000 per issue for approximately 55 issues during the academic year, and approximately 6 summer issues of 4,000 copies each issue.
- 3.2.2 Number of pages varies from 4 to 28, with most issues being 16 to 24 pages. Summer Issues are typically 4 to 8 pages.
- 3.2.3 Size of trimmed page shall be a minimum of 16 1/2 inches x 11 1/2 inches tabloid size.
- 3.2.4 Size of type page shall be a minimum of 15 1/2 inches x 59 picas (5 columns, each 11 picas with 1 pica between columns).
- 3.2.5 Paper is to be 30 pound newsprint stock. A paper sample must accompany your bid response.
- 3.2.6 Pagination shall be by student staff via electron delivery to printer.

3.3 Reproducing

In some instances photographs, cartoons, etc. must be screened as ordered by Editors and stripped in by printer. No limit to the number of halftones used per page. Halftones are the property of the Northern Iowan, and restricted to use in publication only.

3.4 Restriction on Content

Copy, photographs, plates and negatives are the exclusive property of the Northern Iowan and are not to be used by the printer for any purpose other than printing the Northern Iowan. All copy and photos in process are confidential. Copy is not to be used as resource material or reprinted in any form, nor is it to be revealed in any form to representatives, employees or agents of any other publication prior to its publication in the Northern Iowan. Failure to comply with this stipulation may cause termination of the contract.

3.5 Quality

Printer assures consistent acceptable quality of reproduction. Gross Imperfections significantly faded or blackened pictures, ink blobs, or white splotches that obliterate printed material, blurred type, out-of-register pictures, torn pages- anything that results in unreadable portions of the newspaper that occur consistently and are the fault of the printer, may result in a reduced payment as determined by the Northern Iowan managing editor and business manager, along with the printer. Prolonged unacceptable reproduction can result in suspension or cancellation of the printing contract.

3.6 Penalties

As a penalty, any issue not delivered by 1 AM CST Tuesday and Friday, without reasonable cause, will result in the deduction of 10% from the total cost of printing the issue. Student Publications Business Manager or Student Editor must be advised of printer's inability to meet the deadline.

3.7 Changes

After acceptance of a proposal and approval of a final contract, no alterations shall be made to the specifications or contract without written approval of the Board of Student Publications and the Purchasing Department of the University of Northern Iowa.

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Section IV
Proposal Content

As responses to this RFP will be used to select a Company, it is important that responses contain enough information to permit UNI to fully understand the Company's capabilities. UNI is requesting responses to this RFP that, at a minimum, include the following:

4.1 Form of Proposal

Form of Proposal, page 11, completed and signed by your Company's representative.

4.2 Fees

Submit printing fees for Academic Year and Summer publication schedule stated above. Please list pricing for 4, 8, 12, 16, 20, 24, and 28 tab for academic year, and 4, 8, 12 tab for summer year. Please also make sure to list ALL extra pricing; i.e. delivery charges, inserts, spot and full color pricing, etc. Please state the charge per column inch/page for background tint screens and overlays. **Attach as Supplement 1.**

4.3 References

Submit a list of three references for which previous work has been performed. Reference should include client name, address, phone number, work performed for client, date of work **Attach as Supplement 2.**

4.4 Attachments

If company has additional items to propose as part of the response, please **attach as Supplement 3.**

4.5 Sample

Submit paper sample as stated in section 3.2.5.

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Section V
Form of Proposal

TO: University of Northern Iowa
Purchasing Services
103 Gilchrist Hall
Cedar Falls, IA 50614-0008

5.1 The undersigned Company, in response to Request for Proposal Number Q8652 having examined the Proposal Requirements, this Form of Proposal, and all of the Contract Documents, hereby proposes to provide printing services in accordance with the proposed Contract Documents at the prices shown on the attached sheets. **Bidding companies must complete all parts of this section for their bid to be considered.**

5.2 Company acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

— — — — —

5.3 The sections of this proposal listed below represent trade secrets or proprietary information.

<u>Section</u>	<u>Page No.</u>	<u>Section</u>	<u>Page No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5.4 Company understands that University of Northern Iowa reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

Yes _____
No _____

5.5 Company agrees their proposal is an offer to UNI that may not be withdrawn for a period of sixty (60) calendar days after the proposal due date.

5.6 Company has provided all parties involved with a copy of the RFP.

Yes _____
No _____

5.7 Company has read, understands, and agrees to all Proposal Instructions and Conditions contained in Section I & II of this RFP.

Yes _____
No _____

NOTE: If No, please list exceptions on Attachment A.

5.8 Company hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; (b) that Company has not directly or indirectly induced or solicited any other Company to put in a false or sham proposal; (c) that Company has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that Company has not sought by collusion or kickback to obtain any advantage over any other Company or over UNI.

5.9 The vendor has not altered or modified the original content of the Request for Proposal document or any associated documents, including original drawings or graphics.

5.10 The firm is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of Northern Iowa of any change in this status, should one occur, until such time as an award has been made under this procurement.

Please complete.

Authorized Signature: _____

Typewritten Signature: _____

Company Name: _____

Official Business Address: _____

Firm's State or Foreign Country of Residence: _____

Telephone Number: _____

Date: _____

Company's representative to contact during normal office hours regarding this proposal:

Telephone number of this representative: _____

E-mail address of this representative: _____

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Attachment A
Exceptions**

Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception. **Additional copies may be made as necessary.**

I hereby certify total compliance with all sections, including all terms, conditions, and policy requirements (specifications) of this Request for Proposal except as expressly stated below.

[illegible]

Signature _____

Name _____

Date _____