



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS

**CONSULTING AND MARKETING SERVICES
FOR A REPUTATIONAL / IMAGE CAMPAIGN
for the University of Maine System**

RFP # 05-11

ISSUE DATE:
November 1, 2010

PROPOSALS MUST BE RECEIVED BY:
November 30, 2010

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: Purpose: The University of Maine System (UMS) is seeking a marketing agency partner for creative and media. The overarching purpose of this work would be to design and implement a high level, reputational branding and image strategy designed to emphasize the importance of public baccalaureate and graduate education in raising the prosperity and workforce/economic development of Maine and its citizens and the role the UMS/its universities play in this. Further, such a strategy and resultant campaign would benefit Maine by increasing college attendance at public university campuses and increasing the number of students who stay in Maine for life and careers.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Maine System and its universities will hereinafter be referred to as the "University" or "UMS". Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

- 1.3 Scope: The scope of the UMS campaign is as follows:

1.3.1 To increase awareness and respect for the quality, value and potential of UMS as a partner and resource in education, research and economic opportunity, and differentiate the UMS from other educational options (i.e., private colleges including for-profit colleges, and two year colleges)

1.3.2 To increase enrollment in the UMS and its universities

To achieve its objectives, UMS is seeking proposals related to the following areas:

- Using the studies already available as the base (market research study conducted in 2006, 2008 General Public survey conducted by Pan Atlantic, Noel Levitz perception and price study conducted in 2010, Maine Development Foundation/Chamber of Commerce Study 2010), the Contractor will facilitate discussions with groups identified and develop a brand strategy that encompasses the value proposition, brand character, positioning statements, brand images and brand messages. <http://www.maine.edu/UMSRFP05-11>
- The Contractor will develop a comprehensive plan outlining the tactics, strategies and delivery methods for communicating the messages to the University's identified target audiences. For the purposes of this project, the target audience is prospective students (traditional and nontraditional age) and their influencers (such as parents, guidance officers, employers and others) as well as the general public.
- The Contractor will develop a three-year timeline and proposed budget for implementation of the plan, including recommended media schedule with suggested media approaches outlined.

- The Contractor will recommend metrics and tracking systems to assess the effectiveness of the brand strategy as and after it is implemented.

Resources available for this stage of the project are \$250,000; it is the expectation that any proposal submitted contain both the specifics of the plan and the initial roll out of the execution of the plan. This is seen as the first phase of what will be an ongoing marketing effort on behalf of the UMS and its universities. It is the expectation that the plan and initial implementation of identified strategies will begin Spring 2011.

- 1.4 Overview of the University of Maine System: The UMS is comprised of seven universities and nine regional outreach centers located in Portland to the south to Fort Kent on the Canadian border, from the western mountains to downeast Maine. With a fall headcount enrollment of over 30,000 students Systemwide, each university has a distinct mission and serves as the educational and cultural center of its community in this rural state. More information about the UMS and its universities can be found at <http://www.maine.edu>.
- 1.5 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to completion of projects of similar size and scope, qualifications of the bidder, approach to project including schedule, etc.
- 1.6 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

- 1.7 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

- 1.9 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.11 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.12 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.14 Proposal Submission: One (1) **SIGNED** hard copy original and twelve (12) VIRUS FREE CD ROM copies of the complete proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by close of business **Tuesday, November 30, 2010**, to be date stamped, in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of the proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside.

All CD submittals must be in either Microsoft Office Software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: JPG, GIF, BMP or TIF. The University prefers images already inserted as part of the document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response. Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

SECTION TWO

2.0 PROPOSAL CONTENT:

Proposers shall ensure that all information requested below is submitted as a part of the proposal, and are encouraged to submit additional information that would further describe their capabilities. Responses should be presented in this order and clearly marked with the section number to which they are responding.

- 2.1 Provide the name, address, title and phone number of the primary person responsible for this Request for Proposal (RFP)
- 2.2 A statement of qualifications including number of years in the business, company's structure, statement of company business, purpose and core strengths;
- 2.3 Work samples relevant to higher education and to the University of Maine System's objectives;
- 2.4 A list of similar consulting projects conducted in the last three years for colleges and universities similar in size and resources to the University of Maine System;
- 2.5 A profile of key personnel to be involved in the project;
- 2.6 If your proposal requires integration with a third party partner to meet the requirements in this RFP, we ask that you specify this;
- 2.7 A list of three references from colleges and universities for work performed within the last three years on projects of similar size and scope;
- 2.8 An indication of the types of information and data you would require from the University of Maine System;
- 2.9 A short brief of not more than three pages providing any initial thoughts on the project, what unique qualifications your agency brings to this project, how your agency might proceed if awarded the project, and an estimated schedule for the project.
- 2.10 Attached is a copy of the University's Professional Services Contract for your review. It is provided for informational purposes only. It illustrates the contractual terms by which the University intends to govern the relationship between it and the Contractor. **DO NOT COMPLETE IT.** If you have a contract that you would prefer to use, please include that with your proposal.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR PROFESSIONAL SERVICES**

This Contract entered into this _____ day of _____, _____, by and between the University of Maine System, hereinafter referred to as the "University", and _____, hereinafter referred to as "Contractor".

WHEREAS, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work** : The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.

2. **Term** : This Contract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract.

3. **Payment** :

A. The total of **all** payments made against this contract shall not exceed \$_____. Any expenses not listed here will not be reimbursed.

B. The University shall compensate the Contractor at the rate of \$ _____ per _____ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

C. Reimbursement for travel:

_____ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

OR

_____ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

- D. Other expenses (postage, printing, phone, etc.) shall not exceed \$_____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
4. **Termination:** This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.
 5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
 6. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
 7. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
 8. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
 9. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
 10. **Administration:** _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
 11. **Non-Discrimination:** Contractor shall not discriminate and shall comply with applicable laws and University policies prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of qualified individuals with disabilities.

12. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
13. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
14. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venturer of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
16. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior

agreements on the subject, whether oral or written, express or implied.

17. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
18. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
19. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
20. **Confidentiality:** The Contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or

of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

- 22. **Notices**: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
- 23. **Insurance Requirements: Attachment B**, hereby incorporated by reference.
- 24. **Special Terms and Conditions: Attachment C**, hereby incorporated by reference.
- 25. **Standards for Safeguarding Information or Safeguarding Customer Information: Attachment D or E**, hereby incorporate by reference.
- 26. **Signatures**:

FOR THE UNIVERSITY OF MAINE
SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you.

If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax Status:

Print Name: _____

Address (number, street, and apt. or suite no.): _____

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

Individual/Sole Proprietor Business Name, if different from above

Social Security Number ____ - ____ - ____

- or - Business EIN ____ - ____

Partnership EIN ____ - ____

Corporation EIN ____ - ____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? **Y N**

2. Corporation providing medical services? **Y N**

Limited Liability Company EIN ____ - ____

Tax-Exempt or Not-for-Profit under § 501(C) (3) EIN ____ - ____

Government Entity EIN ____ - ____

Estate or Trust EIN ____ - ____

All other Entities EIN ____ - ____

Part 2 Exemption: If exempt from Form 1099 reporting, check here:
and circle your qualifying exemption reason below

1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: _____

Part 3 Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: _____

Date: _____

Please return this form with the attached contract. Thank you for your cooperation.