



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR BIDS (RFB)**

**2015-16 VIEWBOOK AND  
MINI VIEWBOOK PUBLICATIONS**

**RFB # 76-15**

ISSUE DATE:  
July 1, 2015

BIDS MUST BE RECEIVED BY:  
July 10, 2015

**Viewbooks and Mini Viewbook publications must be delivered no later than  
August 4, 2015.**

DELIVER BIDS TO:

University of Maine  
Strategic Procurement  
Attn: Gregg Allen  
104 Anderson Hall  
37 College Avenue  
Gorham, ME 04038

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine is seeking bids for production, distribution, and mailing of the 2015-2016 UMaine Viewbook and Mini Viewbook publications.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB 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: Founded in 1865, the University is Maine's only land-grant and sea-grant institution and serves as the flagship university of the University of Maine System.

This request for bids outlines the basic specifications for Viewbook and Mini Viewbook publications. The contractor shall have the capability to handle all aspects of printing. Specifications are included in Section Three

- 1.4 Evaluation Criteria: Award will be made to the Bidder offering the lowest total cost, provided that all other requirements are satisfactorily met. Consideration will be given to the quality of printed samples, ongoing costs associated with periodic onsite press visits, a demonstrated ability and level of experience, including number of years of experience printing magazines of a similar nature, and client references.
- 1.5 Award: It is the intent of the University to award this bid all to one Bidder. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state Bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** at the Purchasing Office.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer 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.
- 1.7 Communication with the University: It is the responsibility of the Bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). It is the responsibility of all Bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Gregg Allen  
Strategic Procurement  
University of Maine System  
104 Anderson Hall  
37 College Avenue  
Gorham, ME 04038  
(207) 780-5097  
Gregg@maine.edu

The deadline for inquires is July 6, 2015. The University will respond to written inquiries not later than close of business, July 8, 2015.

- 1.8 Submission: One (1) **SIGNED** original of the complete bid must be submitted to Strategic Procurement, University of Maine System, 104 Anderson Hall Bldg., Gorham, Maine 04074, in a sealed envelope by 2:00 p.m. July 10, 2015 for a public opening. The bid must be date/time stamped by the Purchasing Department in order to be considered. **In addition, Proposals should be submitted as a PDF document attached to an eMail.** If you have any questions please contact Gregg Allen at gregg@maine.edu (207) 780-5097.

Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single Bidder, however, additional time may be granted to all Bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

- 1.9 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From \_\_\_\_\_  
Name Due Date Time Bid No.

- 1.10 Bid Understanding: By submitting a bid, 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.
- 1.11 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.12 Debarment: Submission of a signed bid 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.

- 1.13 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.14 Non-Responsive Bids: The University will not consider non-responsive bids, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.15 Errors: Bids may be withdrawn or amended by Bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low Bidder, the Bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.
- 1.16 Specification Protest Process and Remedies: If a Bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFB #76-15

- 1.17 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.
- 1.18 The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Senior Director of Public Relations and Operations or designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of one (1) year, commencing upon signature by both parties. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.5 **Quantities:** The quantities shown on the bid form are approximate only. The contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.
- 2.6 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.9 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.10 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

- 2.11 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.12 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advance notice. Further information regarding this policy is available from:

The University of Maine  
 Karen Kemble  
 Director of Equal Opportunity  
 North Stevens Hall  
 (207) 581-1226

- 2.15 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Strategic Procurement  
University of Maine System  
104 Anderson Hall  
37 College Avenue  
Gorham, ME 04074

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.16 Smoking Policy: The University of Maine is a tobacco free campus. This policy applies to faculty, staff, contractors, vendors, and visitors. The use of tobacco and all smoking products in buildings, University grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles.

Tobacco is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:  
<http://umaine.edu/tobaccofree/>.

- 2.17 Payments: Payment will be upon submittal of an invoice to the University, by the Contractor on a Net 30 basis unless discount terms are offered. The University accepts prompt payments discounts over 2% that are extended to the University for payments made within twenty (10) days after receipt of invoice. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.18 Pricing: Pricing shall remain firm for the first year of the contract. The University reserves the right to adjust specifications in collaboration with the Contractor, for subsequent issues, to reduce costs. Any additional work, corrections or changes to the specifications at variance with the Contractor's response to this RFB shall not be allowed without prior written authorization from the University.
- 2.19 Transportation Charges: Quotations shall be F.O.B. Destination. Quoted prices shall include all charges for transportation, packaging, containers, insurance, duty and brokerage charges necessary to complete inside delivery. Contractor will be responsible for all costs related to

storing 64,000 Viewbooks awaiting delivery and 40,000 mini viewbooks awaiting delivery. Fuel surcharges will not be accepted for the duration of the contract. Prior to delivery, Contractor shall contact Monica Palmer (207-581-1826) or Jackie Jones (207-581-1575).

- 2.20 Order Status Information: A monthly status/tracking report will be required from the Contractor. Evidence of the manufacturer's scheduled ship dates must be submitted to the University on a timely basis.
- 2.21 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.22 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within ninety (90) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, the University may terminate this Contract by giving advance written notice to the Contractor. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.



## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Representation: The Contractor shall assign one (1) representative to work with the University for the term of this project. The Contractor's representative shall have complete responsibility for the project from time of contract award through delivery and acceptance of the finished product.
- 3.2 Delivery and Delivery Notification: 6K full Viewbooks and 30K Mini Viewbooks shall be delivered by August 4, 2015 to 5713 Chadbourne Hall, University of Maine, Orono ME 04469-5713, lower level. Inside delivery is required. There is an elevator from the receiving area to the lower level however there is no loading dock and the inside delivery area is not wide enough for a skid and pallet jack. Delivery notification shall be made to Jaclyn Jones, Admissions Office, [207-581-1575](tel:207-581-1575), 24 hours prior to receiving so that personnel may be available to accept the shipments and verify contents. Receiving hours are Monday-Friday, 8:00 AM ñ 3:30 PM, excluding holidays.
- 64,000 Viewbooks and 40,000 Mini Viewbooks are to be stored at the printer's location awaiting mailing lists for directly mailing from that location.
- 3.3 On-Site Press Checks: On-site press checks may be conducted by University personnel. All expenses associated with press checks (travel, meals, lodging) will be considered in the evaluation of bids.
- 3.4 Camera-Ready Files: Camera-ready files will be supplied to the Contractor by disc or digital upload.
- 3.5 Proofs: Two complete color proofs of the Full Viewbook and two complete color proofs of the Mini Viewbook are required. One of each will be retained by the university and one will be returned with changes marked. The University will not be limited to a specific number of proofs and will not pay additional costs for proofs that are not accounted for in the bidder's response. Bidders shall provide a list of project limitations in this regard in addition to pricing.
- 3.6 Ownership of Work: The Contractor shall return the finished design product, inclusive of all design alterations, insertions, and corrections to the University upon completion of the job as the final electronic printer's file. It is agreed by all parties concerned that this exchange will occur at no additional cost to the University and the University, as the exclusive owner of the design and all alternations, is not limited by any restrictions for future reproduction.
- 3.7 Additional Costs: Any additional work, corrections or changes to the specifications at variance with the Contractor's response to this RFB shall not be allowed without the prior written authorization of the Contract Administrator.
- 3.8 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description, quantity and purchase order number. Publications shall be packed in cartons weighing not more than 25 pounds.
- 3.9 Packing Slips: All charges must be prepaid and material delivered to the location specified. Merchandise must be accompanied by a delivery slip or packing list and the purchase order number.

- 3.10 Overruns and Underruns: The Successful Bidder shall provide the quantities as specified in the purchase order. Payment will not be allowed for any overruns and deductions will be taken for any underruns unless prior approval has been obtained from the University of Maine.
- 3.11 Final Postage Statements: Subsequent to each mailing as described herein, the University shall be provided with copies of the final official USPS postage statements relating to said mailing, showing final piece counts and total postage.

### 3.12 SPECIFICATIONS for Viewbooks & Mini Viewbooks

#### **Viewbook 2015-2016**

Size: Folded Finished Size – 7” x 10” (Inside sheets: 14” x 10”)  
Cover Sheet: 20 7/8” x 10” (3 panels with the extra panel, 1/8 “ narrower, folded into the back cover)

Quantity: 70,000

# Pages: 32 inside pages plus 6-page cover (one panel folds into the back of the book)

Stock Inside: Finch Fine Bright White 80# Text (no substitute)  
Outside: Finch Fine Bright White 80# Cover (no substitute)

Ink: Full Color throughout

Bleeds: Full Bleeds

Binding: Saddlestitch

Printing: To be printed in batches on demand by the University representative to be bulk mailed or delivered to the campus (sec 3.1).

Mailing: Addresses supplied in Excel and batched on demand

#### **Mini Viewbook 2015-2016**

Size: Folded finished size: 7” x 5”

Quantity: 70,000

# Pages: 16 inside pages plus cover

Stock Inside: Finch Fine Bright White 80# Text (no substitute)  
Outside: Finch Fine Bright White 80# Cover (no substitute)

Ink: Full Color throughout

Bleeds: Full Bleeds

Binding: Saddlestitch

Printing: To be printed in batches on demand by the University representative to be bulk mailed or delivered to the campus (sec 3.1).

Mailing: Addresses supplied in Excel and batched on demand

**Viewbook publications must be delivered no later than August 4, 2015.**

## SECTION FOUR

### 4.0 SUBMISSION REQUIREMENTS:

Bidders shall ensure that all information required herein is submitted with the bid. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

#### 4.1 Business Profile:

- 4.1.1 **No financial statements are required to be submitted with your bid**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
- 4.1.2 **Business History.** The length of time in business, brief historical background of your company and number of employees.
- 4.1.3 **Authorized Signature:** Provide the name, title, signature and contact information (including e-mail addresses) of the individual authorized to submit the bid on behalf of the company.
- 4.1.4 **Bidder's Representative:** Reference Section 3.1, provide name, title, contact information and professional biography for the representative who will be assigned to this contract.

#### 4.2 Production Information

- 4.2.1 Physical location and address of your production facility.
- 4.2.2 Production time (days) from receipt of final proof.

#### 4.3 Samples:

- 4.3.1 Submit two samples of similar in nature to the kind of print job specified in this bid. Samples must have been printed within the last year. The University reserves the right to request additional samples prior to an award. Each sample shall be properly labeled with the name of the Bidder and the bid number and shall be provided at no cost. Samples
- 4.3.2 **Order Status Information:** Submit a sample Order Status/Tracking Information Report, providing evidence of the manufacturer's scheduled ship dates.

4.4 Provide a list of three references with your bid. These references should be agencies your firm has done business with in the past year on projects with a similar scope to this one. Provide company names with contact person, telephone number and email address.

4.5 Pricing:

Viewbook 70,000 32 inside pages plus 6-page cover	\$ _____	\$ _____
Mini Viewbook 70,000 copies	\$ _____	\$ _____
Payment Discount Terms:	_____	

Press Checks: Indicate the location where press-checks will be conducted (city, state):

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Mail Prep/Packaging

Item	Price/1000
Labeling Setup/Bar Coding	\$ _____
Labeling	\$ _____
Shipping to Mail Facility	\$ _____

4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 2.17)

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SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)