



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

2013-2015 VIEWBOOK
University of Maine

RFP # 27-13

ISSUE DATE:
April 12, 2013

PROPOSALS MUST BE RECEIVED BY:
May 14, 2013

DELIVER PROPOSALS TO:

University of Maine
Purchasing Department
Attn: Gary Haslam
5765 Service Building
Orono, ME 04469-5765

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting on behalf of the University of Maine, is seeking proposals for the production, distribution, and mailing of the UMaine 2013-2015 Viewbook.

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 will hereinafter be referred to as the "University." 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 University is seeking a contractor for production and mailing/distribution of hard copy Viewbooks, First Impression books and Electronic Magazine versions of both documents.
- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interest, including but not limited to cost, lead time, ability to meet specifications, ability to provide for various print quantities, responsiveness to terms and conditions and references from institutions purchasing similar products and services.
- 1.5 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. 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: Gary Haslam
Purchasing Department
University of Maine
5765 Service Building
Orono, Maine 04469
(207) 581-2689
gary.haslam@maine.edu

The deadline for inquiries is April 26, 2013

The University will respond to written inquiries not later than close of business, April 29, 2013

- 1.6 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.

- 1.7 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.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, 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.

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.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 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.
- 1.11 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.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 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 University of Maine's Purchasing Department. 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 proposal 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 University of Maine's Purchasing Department in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #27-13

- 1.15 Proposal Submission: A **SIGNED** original and two (2) copies (**THREE TOTAL**) of the proposal must be submitted to the Purchasing Department, University of Maine, 5765 Service Bldg, Orono, Maine 04469, in a sealed envelope by close of business **Tuesday, May 14, 2013**, to be date stamped by the Purchasing Department in order to be considered. Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Bidders may wish to call (207) 581-2612 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 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 as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #27-13

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together **without binding**.

- 1.16 Errors: Proposals may be withdrawn or amended by Bidders at any time prior to the proposal due date/time. After the proposal due date/time, proposals may not be amended. If a significant mistake has been made the Bidder will be given the option of selling at the price given or withdrawing the proposal. If an extension error has been made, the unit price will prevail.
- 1.17 Group Pricing: The University belongs to or participates in several procurement consortiums such as the Educational and Institutional Cooperative Service, Inc. (E&I), the Massachusetts Higher Education Consortium (MHEC), National Joint Powers Alliance (NJPA), National Intergovernmental Purchasing Alliance (NIPA), and U.S. Communities. In addition, the University may use State of Maine contracts. Bidders are advised to take into consideration these associations when pricing responses
- 1.18 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 Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Administration: Michael J. Noblet, University of Maine's Purchasing Department, (207) 581-2695, 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 RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, 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 Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 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.
- 2.5 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.
- 2.6 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 14 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, either the University or the Contractor may terminate this Contract by giving 30 days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.7 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.
- 2.8 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 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.

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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 advanced notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, (207) 581-1226
- 2.14 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.
- 2.15 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	Required for all personnel

(In Compliance with Applicable State Law)

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:

Purchasing Department
University of Maine
5765 Service Bldg
Orono, Maine 04469

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 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 is not permitted on any University owned property, which includes but is not limited to 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 address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. 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.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Delivery and Delivery Notification: Viewbooks not being delivered to the end user via on demand mailing or electronic delivery shall be delivered 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, 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 – 3:30 PM, excluding holidays.
- 3.2 Transportation Charges: Quotations must be F.O.B. Destination. All shipping containers shall weigh no more than 25 pounds and shall be clearly labeled on the outside with the content quantity and purchase order number. Prices quoted must include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete inside delivery.
- 3.3 Packing Slips: All charges must be prepaid and material delivered to the location specified. Deliveries must be accompanied by delivery slip or packing list and the purchase order number.
- 3.4 Delivery Date: Initial University stock order must be received by the University no later than 08/30/2013 for the First Impression View Book and 09/27/2013 for the full size Viewbook.
- 3.5 Contractor Representation: The Contractor shall assign one (1) representative to work closely with the University contact person throughout 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. The University expects the communication, level of service, and coordination between the parties to be a priority.
- 3.6 On-Site Press Checks: On-site press checks will be conducted by University of Maine staff. All expenses associated with press checks (travel, meals, lodging) will be considered in the evaluation of proposals.
- 3.7 Camera Ready Files: Collected files – Quark-Mac. The First Impression book camera ready file will be supplied to the contractor by 08/09/2013 and Viewbook camera-ready file will be supplied to the contractor by 09/06/2013.
- 3.8 Match proofs: The University shall be provided with two (2) full sets of proofs for review at no cost including any changes reflected in those proofs. The final, approved match proof will be retained by the University and the other will be returned to the Contractor. Additional proofs after changes will be at a fixed cost provided by the Contractor.
- 3.9 Overruns: The Contractor shall provide the quantity as specified. Overruns shall not be acceptable unless prior approval has been granted by the University.
- 3.10 Ownership of Work: The Contractor shall return the finished design product, (final printer's file) inclusive of all design alterations, insertions, and corrections to the University upon completion of the job in usable electronic format for future production print purposes. 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 alterations, is not limited by any restrictions for future reproduction.

- 3.11 Additional Costs: Any additional work, corrections or changes to the specifications at variance with the Contractor's response to this RFP shall not be allowed without prior written authorization from the University.
- 3.12 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.

SECTION FOUR

4.0 SPECIFICATIONS

4.1 Viewbook:

OPTION ONE

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. The back cover with the flap can be 1/8" shorter so that it can be bound in a single pass.)		
Quantity:	75,000		
# Pages:	32 inside pages plus 6-page cover (one panel folds into the back of the book)		
Inside Stock:	Finch Fine Bright White	80# Text	(no substitute)
Cover Stock:	Finch Fine Bright White	80# Cover	(no substitute)
Ink:	4/4 4 Color Process		
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		

OPTION TWO

Same specifications as Option One with the following exceptions:

Die Cutting:	Die Cut 4 sets of tabs indicating each of the 4 sections of the viewbook. Tabs are 2 ½" long and ½" deep and are not visible until the cover of the viewbook is opened.		
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4.2 First Impression:

OPTION ONE

Size:	Folded Finished Size 5" x 7"		
Cover Sheet:	Separate Cover		
Quantity:	150,000		
# Pages:	16 plus 4 cover		
Inside Stock:	Finch Fine Bright White	80# Text	(no substitute)
Cover Stock:	Finch Fine Bright White	80# Cover	(no substitute)

Ink:	4/4 4 Color Process
Bleeds:	Full Bleeds
Binding:	Saddlestich
Printing:	To be printed in batches on demand by the University representative to be bulk mailed or delivered to the campus (see 3.1).
Mailing:	Addresses supplied in Excel and batched on demand
NOTE:	The Contractor's mail house will use their mail permit. The labeling and bar-coding will be the cost of shipping the magazine. It is mailed as is with the address on the back cover so mailers are not required.

OPTION TWO

Same specifications as Option One with the following exceptions:

Round Corner: 1 sq cm from each corner removed. The University will supply a mock up of exact dimensions.

4.3 Viewbook Digital Magazine:

Size: Pages 14x10
Pages: 38

Compatibility: All Major desktop or mobile OS

Delivery Platform: Web browser

4.4 First Impression Digital Magazine:

Size: 5" x 7"
Pages: 16

Compatibility: All Major desktop or mobile OS

Delivery Platform: Web Browser

SECTION FIVE

5.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. 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 proposal 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.

5.1 Business Profile: **No financial statements are required to be submitted with your proposals**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

5.2 Proposal Submittal:

Item	Quantity	Total Cost	Per 1000/Additional
Viewbook OPTION ONE	75,000		
Viewbook OPTION TWO	75,000		
First Impression Book OPTION ONE	150,00		
First Impression Book OPTION TWO	150,00		

5.3 Cost per Additional Proof \$ _____

5.4 Press Checks: Provide the location where press checks will be conducted (City, State):

5.6 Mail Prep/Packaging

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

5.7 Digital Magazines

Item	Total Cost (including hosting or platform cost)
Viewbook Digital Magazine	
First Impression Digital Magazine	

5.8 Samples: Provide a sample for each item offered. Samples shall be exact and true representatives of the material offered. Each sample shall be properly tagged or labeled with the name of the bidder, the proposal opening date, and the specific commodity or item number. Samples shall be provided at no cost to the University. In the event the delivered product fails to conform to the sample provided, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract

requirements at no additional cost to the University. Samples shall be printed on paper comparable to Finch as described in the Specifications, Section Four. Samples related to the digital magazine product shall be made available for review either via a URL link or email delivered sample. All samples to be emailed shall be delivered to gary.haslam@maine.edu.

5.9 Payment Discount Terms _____

5.10 Bidder's Representative (Individual assigned to this project):

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

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

5.12 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Please pay special attention to project with multiple delivery methods as described above. The University would prefer to have two (2) of three (3) references to be from higher education sources. Provide company names with contact person, telephone number and email address.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)