REQUEST FOR PROPOSALS

Proposal Title: Graphic Design Services

This is Request for Proposals #08-102913RFP-01, issued October 7th 2013 by Montgomery County Community College (“the College”), Blue Bell, Pennsylvania. Direct inquiries for information to: Marie Ryan at mryan2@mc3.edu. Sealed proposals will be accepted prior to 3:00PM October 29 2013. Proposals received after the stated due date and time shall not be considered.

All questions/requests for information shall be submitted in writing, addressed to: Montgomery County Community College, Purchasing, ATTN: Marie Ryan, 340 DeKalb Pike, Blue Bell, PA 19422 or by email to mryan2@mc3.edu. After reviewing any questions/requests submitted, the College will issue an addendum to respond to items it deems necessary. Changes to this Request for Proposals will be made only by written addendum issued by the College and all addendums will be posted to the College’s website.

Submit Proposals: BY MAILTO:
Montgomery County Community College, Purchasing, Office of Finance and Administration 340 DeKalb Pike, Blue Bell, PA 19422

BY HAND DELIVERY OR EXPRESS CARRIER TO:
Montgomery County Community College, Purchasing, College Hall - Room 121, 340 DeKalb Pike, Blue Bell, PA 19422

Proposers shall ascertain prior to submitting a response that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda here:

Addendum No. Date: 
Addendum No. Date: 

Information the Proposer deems Proprietary is included in the proposal response in the separate section of the response identified immediately below. See page three, paragraph two for additional information.

All proposed exceptions to the College’s contract and to the General Terms and Conditions included in this Request for Proposals are included in the section identified immediately below. See page three, paragraph three for more information.
In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Proposer in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

**INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE**

**THIS PROPOSAL RESPONSE IS SUBMITTED BY:**
Full Legal Name of Proposer: ________________________________
Mailing Address: ________________________________
Remittance Address (If Different): ________________________________
Fed ID OR Soc. Sec. No. ________________________________ Date: _________________
Phone: (____) ___________ Fax: (____) ___________
Signature: ____________________________________________ Title: ________________________________
(Person signing must be authorized to bind the Proposer in contractual matters) (Applicable to Partnership/Corporation)
Typed/Printed Name: ________________________________

**INDICATE THE TYPE OF BUSINESS:**

______ Individual Trading in Own Name
______ Individual Trading Under Trade Name
______ Partnership
______ Corporation

(Individual and Trade Name must be listed below as “legal name”) CORPORATE SEAL:

**SUBMISSION OF PROPOSALS**
1. An original, so marked, and 5 copies, so marked, for a total of 6 of your proposal document are required. Submit proposals in a sealed, opaque envelope, and put the RFP number (Proposals #08-081413RFP-01), title, due date and time on the outside of the envelope. Proposers are responsible for having their proposal stamped by purchasing staff before the deadline for receipt of proposals. The College will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the College will notify the Proposer of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the College to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Proposer or in any way restrain or restrict competition. All responsible Proposers are encouraged to submit proposals.

2. Submission of Proprietary Information

Proposers shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Proposers may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

3. Contract Form, General Terms and Conditions

3.1. The College’s proposed contract document(Appendix A) and this Request for Proposals contain terms and conditions the College favors and intend to use for the resultant contract. If the Proposer has contractual language and/or contractual documents it wishes to have considered, such contractual language/documents must be submitted as part of the Proposer’s proposal response. Any Proposer receiving a contract award shall be required to execute a contract in substantial compliance with the College’s standard contract and will be required to furnish all other required contact documents within 15 days after receipt of notification that the contract is ready for signature; otherwise, the College may award the contract to another Proposer.

3.2 Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Proposer's obligations. Proposers who take exception to mandatory provisions will be requested to withdraw the exception(s). Proposers not agreeing to withdraw exceptions to mandatory provisions may be deemed nonresponsive or may receive a lower evaluation score.

4. Proposals having any erasures or corrections must be initialed by the Proposer in ink.

5. By submitting its proposal response, the Proposer certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the College. Furthermore, more than one proposal for the contract from an individual, partnership, corporation or an association under the same or different name will be grounds for the rejection of all proposals in which the Proposer is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the Proposers. A Non-Collusion Affidavit shall be executed and submitted with the Proposer’s proposal response using the form as set forth herein. PLEASE READ THE INSTRUCTIONS FOR THE NON-COLLUSION AFFIDAVIT PRIOR TO SIGNING IT. THEY CAN BE FOUND ON THE PAGE IMMEDIATELY FOLLOWING THE AFFIDAVIT, IN APPENDIX B.

6. The College will not be responsible for any expense incurred by any Proposer in preparing and submitting a proposal response. All proposals submitted will become the property of the College.
GENERAL INFORMATION

Montgomery County Community College has two conveniently located campuses in Blue Bell and Pottstown, with additional learning locations in Willow Grove and Conshohocken. The College boasts a nationally recognized, award-winning faculty committed to working closely together with students in the learning process. The College’s comprehensive curriculum includes 85 associate degree/certificate programs in 59 areas of study, including eight complete degrees offered entirely online, and specialized workforce development and continuing education programs, all of which leverage the College’s nationally ranked use of innovative technology.

REQUEST FOR PROPOSAL

Montgomery County Community College (MCCC) is currently seeking proposals for graphic design services from qualified designers.

The College is seeking a potential multi-year agreement that can be terminated at any time through a strategic partnership that will operate within a total annual budget not exceeding $100,000. Extension of the contract beyond the initial year will depend on the specific items listed below. The College will determine the maximum amount of the potential two additional years if and when the College decides to use the vendor for another year. The College’s Marketing Department will work closely with the selected designer(s). This RFP is not exclusive to a single designer or design firm.

The College would like to receive proposals that address the following criteria:

- In-house, non-brokered design service
- High quality design work
- Hands-on customer service
- Quick Turnaround Time
- Pre-press file work and delivery of final artwork files to printers
- Competitive pricing
- Invitation design a plus

Duration: This will be a 1-year agreement with the option to renew for an additional 2 one-year periods with the option to terminate at any time with written notification.

SCOPE OF SERVICES

1. PARTNERSHIP

   The College intends to select one or more designers for future projects.

   - Please state the most significant advantage that Montgomery County Community College would gain by selecting your company for graphic design services.
   - Describe any existing or past partnerships that you currently have. Specifically, any with higher-education or non-profit institutions

2. SCOPE OF WORK
MCCC requests proposals for a professional and experienced Graphic Designer to provide the following services on an-needed basis:

- Printed Marketing Collateral (brochures, posters, flyers, logos, etc.)
- Direct mail, postcards
- College Event Invitation packages (printed and electronic)
- Online graphics
- Event signage and materials
- Other projects as assigned

3. **NON-BROKER GRAPHIC DESIGNERS ONLY**

   The College will only work with designers who provide in-house graphic design services. All graphic design services must be handled without the use of a third party vendor.

4. **HIGH QUALITY GRAPHIC DESIGN**

   The College is seeking designer(s) with skill sets in the areas of large publications, smaller printed pieces and invitations, with a good eye for fonts, photography and overall layout.

5. **SOFTWARE & WORK SAMPLES**

   - Please provide a list of software (i.e. Adobe CS5)
   - Please provide four samples of work (an invitation sample would be a plus.)

6. **CUSTOMER SERVICE**

   The college is seeking designer(s) with excellent customer service skills and the ability to handle multiple rounds of revisions to accommodate the internal clients at the College.

7. **QUICK TURNAROUND TIME**

   Speed of delivery is of paramount importance. The College is seeking a graphic designer that can handle last minute projects when necessary.

   - Please describe your average turn-around time from the time content is received through delivery of final artwork. It is noted that revisions and approval time are subject to change for each project based on internal College procedures.
   - Where are you located?

8. **PRE-PRESS AND FINAL ARTWORK DELIVERY**

   The selected designer(s) will be responsible for the delivery or upload of final artwork to the designated printer for each project.

9. **COMPETITIVE PRICING**

   The College is seeking a graphic designer who will continually provide competitive pricing and cost savings as a result of this extended relationship.
• Is design work charged by the hour or by the project?
• What are your rates?
• How many rounds of revisions are included in the estimate?

10. **INVOICING**

• Describe your invoicing process

11. **REFERENCES**

• Please submit Two (2) references with complete contact information including name, telephone, address and email. The College reserves the right to request additional references or consider references not provided by the potential graphic designer.

**PROPOSAL PREPARATION**

The proposal response should address the items included in the Scope of Services. Proposals should be simply prepared, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume not exceeding 25 pages in length double-sided. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Proposers should organize their proposals using the format described below:

1. **Title Sheet**

Furnish the information requested on the first two pages of this solicitation and include those pages at the beginning of your proposal response. The name stated on these pages must be the full legal name of the Proposer and the address must be that of the office which will have the responsibility for the services provided. Proposers shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.

2. **Approach Methodology**

Provide a complete description of your organization and how it functions to provide fast turnaround and quality work.

3. **Experience and Qualifications of the Proposer and Subconsultants in Providing the Required Services**

Include a brief statement of the firm’s experience, qualifications and history in providing the services stated in the Scope of Services for similar projects. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and educational clients.

4. **References**

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the College may contact.
5. **Fees for Services**

Fees for services **are** to be included with the proposal response. Please provide us with as much pricing as possible.

6. **Insurance**

The firm shall furnish the College with an original Certificate of Insurance upon request.

7. **Other Information**

a. Include other relevant information the Proposer deems necessary to provide the services needed to successfully complete the Scope of Services or which the Proposer feels are relevant to its selection

**CRITERIA FOR PROPOSAL EVALUATION**

Criteria to be utilized in evaluating proposals are:

1. **Overall Qualifications and Experience of the Firm**

   Overall qualifications may include, but not be limited to, the size of the firm, available staffing, similar project experience, demonstrated success on past similar projects, insurance coverage, etc. The College may make such reasonable investigations as deemed proper and necessary to determine the ability of the proposer to perform the work. The Proposer shall furnish the College all such information and data pertinent to the evaluation of the response to this Request for Proposals upon written request from the College.

2. **Overall Services, Project Understanding**

   Overall services to be provided, project understanding and approach to providing requested services. At its discretion the College may also consider information provided by references. Finally, the quality and specificity of the proposal response shall also be evaluated.

3. **Professional Fees**

   Professional fees **are** to be submitted with the proposal response as previously indicated. The College will factor this information into the ranking process.

**METHOD OF AWARD**

The Vice-President of the Marketing shall appoint a Selection Committee (“the Committee”) to review the qualifications, experience and work of proposing firms, conduct interviews if necessary, negotiate pricing and contract terms, and forward a recommendation for award of a design contract to the President. The Committee may conduct discussions with one or more firms regarding anticipated services and proposed methods of approach to the assignment. The Committee may consider, among other criteria, the following:

1) An equitable distribution of contracts to printing professionals.

2) Particular capability to perform the job timely.

3) Particular capability to perform the job to the quality level expected by the College.

4) Geographic proximity of the firm to the proposed facility.

5) Availability of necessary personnel to perform the services required by the job.
6) Cost of Services

Upon the conclusion of discussions, on the basis of the evaluation factors published herein and all information developed in the selection process to this point, the President or her appointee may choose one or more firms to interview and or to enter into a contract with.

**GENERAL TERMS AND CONDITIONS**

1. **Independent Contractor**

   The Firm is an independent contractor and nothing contained in the contract shall constitute or designate the Firm or any of its agents or employees as employees of the College.

2. **Rejection and Award of Proposals**

   The College reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Proposers. A Notice of Contract Award for this solicitation may be posted on the College’s website.

3. **Withdrawal of Proposals**

   3.1 A Firm may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.

   3.2 By submitting a proposal response, the Firm agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.

4. **Contract Changes**

   Any changes to the Contract must be approved through issuance of a written contract addendum or change order. The College will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

5. **Payment For Services**

   Payments to the Firm shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the contract. Backup documentation for each invoice shall be provided in detail satisfactory to the College. The Firm agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment.

6. **Legal Proceedings**

   Any legal proceedings arising out of or related to this agreement shall be filed by the parties in Montgomery County, Pennsylvania.

7. **Precedence Of Documents**

   The precedence of documents shall be as follows: the Contract, the Request for Proposals and the Proposer’s response to the Request for Proposals.

8. **Conflict of Interest**
The Firm certifies that neither it nor any subcontractor is now engaged in any work, nor will they engage in subsequent assignments during the term of the Contract, that will pose conflicts with the interests of the College relative to the work covered by the Contract. The College will be notified of any potential conflicts of interest of the Firm or any subcontractor by the Firm prior to the Firm undertaking such assignments. The Firm further agrees not to use any of the information it receives or any of its work product in any manner contrary to the College's interests both during the contract term and thereafter.
APPENDIX A
SAMPLE FORM CONTRACT

RFP #08-102913RFP-1

THIS CONTRACT is entered into ____________, 2013, by MONTGOMERY COUNTY COMMUNITY COLLEGE ("MCCC"), and ____________________________ ("the Firm").

The parties agree that in consideration of the attached fee schedule, the Firm will perform all services and deliver all goods in accordance with the requirements described in Request for Proposal RFP#08-102913RFP-1, dated October 7, 2013.

Contract documents, in addition to this CONTRACT and the above referenced Request for Proposal RFP#08-102913RFP-1, are the property of the College.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

MCCC agrees to make payment to the Firm for goods and services provided, as follows: Payments to the Firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month.

The signatures and seals of the parties are set out below in acknowledgment of this agreement.

MONTGOMERY COUNTY COMMUNITY COLLEGE

Date

By: ___________________________________________(SEAL)
Karen A. Stout
President

FIRM

Date

By: ___________________________________________(SEAL)
Signature

Typed or Printed Name

Title

COMMONWEALTH OF PENNSYLVANIA,
CITY/COUNTY OF ________________________, to-wit:

The foregoing instrument was acknowledged before me this _______ day of _________________, 2005, by __________________ on behalf of ____________________________

My commission expires: ________________  ____________________________

Date  Notary Public
NON-COLLUSION AFFIDAVIT

State of ___________________________ : SS
County of __________________________ : 

I state that I am ______________________ of ____________________

(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm, and its Owners, Directors and Officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

1. The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary bid.

4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. ________________________________, its affiliates,

(Name of My Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as follows:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

11
I state that ____________________________ understands
(Name of My Firm)
and acknowledges that the above representations are material and important, and will be relied on by MONTGOMERY COUNTY COMMUNITY COLLEGE in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from MONTGOMERY COUNTY COMMUNITY COLLEGE of the true facts relating to the submission of proposals for this contract.

________________________
(Name)

________________________
(Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ________ DAY
OF _________________, 20__.

__________________________
Notary Public

__________________________
My Commission Expires
1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Request for Proposals. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.

4. In case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal, and an Affidavit must be submitted separately on behalf of each party.

5. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Proposal.

7. A bidder’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.