

**State of Colorado
Front Range Community College
Request for Proposal**

Graphic Design Services



Marketing and Communications Department

RFP #FRCC-10-02-W

RFP Release Date: July 10, 2009

Proposal Due Date: August 5, 2009 2:00 PM M.S.T

Front Range Community College

3645 West 112th Avenue

Purchasing Office, Room C2033

Westminster, Colorado 80031-2105

Telephone Number: 303-404-5510

Fax Number: 303-469-7433

Attention: Bryant Heberlein, Purchasing Coordinator

Email: bryant.heberlein@frontrange.edu

FRONT RANGE COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
TABLE OF CONTENTS

REQUEST FOR PROPOSAL COVER PAGE.....	3
SECTION 1 – BACKGROUND, OVERVIEW & GOALS.....	5
SECTION 2 – ADMINISTRATIVE INFORMATION.....	6
SECTION 3 – STATEMENT OF WORK	16
SECTION 4 – ADDITIONAL REQUIREMENTS.....	18
SECTION 5 – RESPONSE FORMAT	19
SECTION 6 – EVALUATION PROCESS AND CRITERIA	20
SECTION 7 – CONTRACT/SPECIAL PROVISIONS	21
SECTION 8 – PRICE SHEET	27

**FRONT RANGE COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
COVER PAGE**

SEALED RESPONSES MUST BE MAILED OR DELIVERED TO:

**FRONT RANGE COMMUNITY COLLEGE
PURCHASING DEPARTMENT, ROOM C2033
3645 WEST 112TH AVENUE
WESTMINSTER, COLORADO 80031-2105**

SOLICITATION NUMBER:	DEADLINE/DUE DATE AND TIME:
RFP# FRCC-10-02-W	August 5, 2009, at 2:00 PM M.S.T.
DESCRIPTION:	
GRAPHIC DESIGN SERVICES	
PURCHASING COORDINATOR:	PHONE NUMBER:
Bryant Heberlein	303-404-5510
BIDDER MUST SUBMIT ONE (1) ORIGINAL PLUS FOUR (4) COPIES OF THE PROPOSAL. EACH COPY MUST BE IDENTICAL AND INCLUDE ALL REQUIRED INFORMATION.	

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL.

F.E.I.N. (Required): _____

Terms (Must be at Least NET 45 days): _____

Campus(es) Included in Vendor's Proposal: _____

Signature: _____

Typed/Printed Name of Authorized: _____

Representative: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Toll Free Phone: _____ Fax: _____

Is the firm minority-owned*? Yes _____ No _____

Is the firm woman-owned*? Yes _____ No _____

*Ownership means actively daily management in the organization and an ownership interest greater than fifty percent.

IMPORTANT: SOLICITATION NUMBER, OPENING DATE AND TIME, AND VENDOR NAME MUST BE PRINTED ON THE OUTSIDE OF THE RFP SUBMITTAL ENVELOPE.

Please be advised that telegraphic or electronic responses (Fax, Western Union, Telex, etc.) **CANNOT BE ACCEPTED** as a sealed proposal. Vendors are urged to read these documents thoroughly before submitting a response.

Response must be signed by a representative of the vendor who is legally authorized to bind the vendor to the proposal.

Vendors are required to adhere to the State of Colorado Terms and Conditions. For a copy call the Purchasing Department at (303) 404-5510. **Award is contingent upon vendor's compliance with C.R.S 8-17.5-101 et seq and 24-76.5-101 et seq regarding employment of illegal aliens.** For a copy call the Purchasing Department at 303-404-5510.

Vendors must be registered with the State of Colorado BIDS website prior to RFP due date. Call 303-894-2039 or visit the Internet at www.gssa.state.co.us to register.

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

SECTION 1 BACKGROUND, OVERVIEW & GOALS

The State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the use and Benefit of Front Range Community College (College or State), with principal business offices located at 3645 West 112th Avenue, Westminster, Colorado, 80031-2105 is a comprehensive community college offering a variety of quality, affordable educational services to students at its Westminster, Boulder County, and Larimer Campuses.

The Marketing and Communications Department (Department) is responsible for all internal and external marketing, media, and public relations for the College. The Department provides strategic marketing planning and implementation, including production of many forms of advertising including print and broadcast and the design, architecture, content, and management of the College's web site, www.frontrange.edu.

Currently, the College has undertaken a web site redesign project and is using survey information gathered from our many audiences through a branding initiative, and additional information gleaned from stakeholder interviews and best practices research regarding the web site. The College's objective is to have all advertising including print and broadcast drive people to the web site.

The Department also has committed to expand the development of printed materials to encompass all academic departments of the College as well as to expand support of key enrollment areas, such as recruitment and retention. In short, the Department is expanding its operations and scope and requires graphic design services for many types and styles of projects to meet its increased need for high-quality products.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Office

This Request for Proposal (RFP) is issued through the College's Purchasing Department. The Purchasing Department is the sole point of contact concerning this RFP.

2.2 Official Means of Communication

During the solicitation process for this RFP, all official communication between the Purchasing Department and prospective vendors will be via postings on the Colorado Bid Information and Distribution System (BIDS). The Purchasing Department will post notices that will include, but are not limited to, modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning vendor. **It is incumbent upon vendors to monitor BIDS carefully and regularly for any such postings.**

2.3 Statement of Purpose

The term "Request for Proposal" means a solicitation of a formal sealed proposal, following submission of which, changes in proposals and/or prices are allowed; and the offer deemed by the College to be the most advantageous for the College in terms of criteria, as designated in the RFP, is accepted. This RFP provides prospective vendors with sufficient information to enable them to prepare and submit proposals for consideration by the College to achieve the goals of this RFP.

2.4 Scope

This RFP contains instructions governing the proposal to be submitted and identifies material to be included therein, mandatory requirements that must be met to be eligible for consideration, and other requirements to be met by each vendor.

2.5 Schedule of Activities

Activity	Date and Time
RFP Issued via BIDS System	Friday July 10, 2009
Mandatory Pre-Proposal Conference	N/A
Prospective Vendors Written Inquiry Deadline (No questions will be accepted after this date and time.)	Friday, July 24, 2009 No later than 2:00 PM M.S.T.
College's Response to Written Inquiry	Wednesday, July 29, 2009
Proposal Submission Deadline	Wednesday, August 5, 2009 No later than 2:00 PM M.S.T.
Intent to Award Contract	Friday, August 21, 2009
Contract Completion	Friday, August 28, 2009

2.6 Inquiries

Vendors may make written or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in Section 2.5, Schedule of Activities. Send all inquiries to:

Front Range Community College
Attn: Purchasing Coordinator
RFP# FRCC-10-02-W
Room C2033, Campus Box 15
3645 West 112th Avenue
Westminster, Colorado 80031-2105
Fax 303-469-7433

The only official response to a vendor's inquiries is those responses that are published as a modification on the BIDS system. Vendors should not rely on any other statements that alter any specification or other term or condition of this RFP.

2.7 Mandatory Pre-Proposal Conference

N/A

2.8 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by a vendor prior to the established due date and time.

2.9 Proposal Submission

Proposals must be received on or before the date and time indicated in Section 2.5, Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the vendor to ensure that the College receives the proposal on or before the proposal opening date and time. Vendors mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package must be delivered to:

Front Range Community College
ATTN: Purchasing Coordinator
Room C2033, Campus Box 15
3645 West 112th Avenue
Westminster, Colorado 80031-2105

The Request for Proposal cover page **MUST** be signed in ink by the vendor or an officer of the vendor legally authorized to bind the vendor to the proposal. The signed cover page must be included with the proposal copy that is marked ORIGINAL. Proposals which are determined to be at a variance with this requirement may not be accepted. Proposals must be submitted and sealed in a package. The outer envelope of the package must show the following information:

VENDOR'S NAME
RFP-NO.
PROPOSAL DUE DATE AND TIME

The College desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

2.10 Addendum or Supplement to Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be sent via the BIDS system.

2.11 Oral Presentations/Site Visits

College may in its sole discretion request vendors make an oral presentation. Such presentations will be at the vendor's expense.

2.12 Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of the vendor or an officer of the vendor legally authorized to execute contractual obligations shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the vendor of all terms and conditions including compensation as set forth herein. A vendor shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.13 Protested Solicitations and Awards

Any actual or prospective vendor or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the College's Purchasing Department. The protest shall be submitted in writing within seven (7) working days after such aggrieved **person knows, or should have known, of the facts giving rise thereto** (emphasis added). Ref. Section 24-109, 101 et. seq., CRS, as amended; Section 24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for vendors to note that a challenge to the solicitation's requirements or specifications should be made within seven (7) working days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the seven (7) working day time period, even if that means it is filed during the time the solicitation is still open.

Announcement of the apparent winning vendor will be made via a posting on the BIDS system. The requirement for timely submission of any protest (seven (7) working days) will begin no later than the first working day following posting of the award notice on BIDS.

2.14 Confidential/Proprietary Information

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the vendor with the proposal. The vendor must state specifically what elements of the proposal are to be considered confidential/proprietary. All such information must be indicated with the following or similar statement:

"The information contained on pages _____ shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided, that if a contract is awarded to this firm, as a result of the submission of such information, the College shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the right of the College to use the information contained herein if obtained from another source."

Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot

be considered confidential. The College will make a written determination as to the apparent validity of any written request for confidentiality. In the event the College does not concur with the vendor's request for confidentiality, the written determination will be sent to the vendor. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

2.15 RFP Response Material Ownership

All material submitted regarding this RFP becomes the property of the College. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

2.16 Proposal Prices

Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be a consideration in determining the apparent successful vendor.

2.17 Evaluation and Discussion Process

An evaluation team will judge the merit of proposals received in accordance with the general criteria defined in Section 6. The recommendations of this committee will be forwarded to the Purchasing Coordinator for approval and execution. Failure of a vendor to provide any information requested in this RFP may result in disqualification of the proposal. The sole objective of the evaluation committee will be to recommend the vendor whose proposal is the most responsive to the College's needs.

The College reserves the right to award on receipt of initial proposals. If award is not made upon receipt of initial proposals, the College will provide vendors remaining in the competitive range with written requests for clarifications/notice of deficiencies in their proposals. Vendors may be provided a date at which oral presentations will be heard. Respondents should not assume that they will be asked to give a presentation. If requested, the presentation should not exceed one (1) hour including setup time, questions, and answers. Respondents will have no more than four (4) representatives present during the presentation. The presentation shall consist of a vendor briefing concerning the addressing of clarifications and deficiency items identified by the College. Guidelines regarding the oral presentations will be distributed to those vendors remaining in the competitive range.

Vendors may be given an opportunity, after the conclusion of the oral presentations, to submit a best and final offer. Vendors will be informed in writing of the date by which best and final offers are due. Vendors shall make any revisions the College deems necessary to clarify or correct weaknesses in their proposal. The College does not require complete, substantial proposal rewrites. Vendors are cautioned not to make changes in price/cost revisions that are not clearly explained and/or justified in any proposal revision. Vendors assume the risk that proposed revisions be adequately explained so the College understands the nature of the revisions and the risk to the College from unreasonable forecasts of contractor costs.

2.18 Notice of Intent to Award

Upon notice of intent to award, if requested, the vendor may be asked to supply audited financial statements within the requested time frame. This response must include a credit rating by a rating service. Contractor shall also identify the manager that will be responsible for overseeing the complete implementation and management along with complete contact information.

2.19 Award of Contract

Award will be made to the responsible vendor whose proposal, conforming to this RFP, will be the most advantageous to the College, price and other factors considered. A contract (Section 7) must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the College may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible vendor.

2.20 Acceptance of Proposal Content

The contents of the proposal of the successful vendor will become contractual obligations if acquisition action ensues. Failure of the successful vendor to accept these obligations in a College contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such vendor may be removed from future solicitations.

2.21 Standard Contract

The College reserves the right to incorporate standard State contract provisions into any contract resulting from this RFP including provisions referenced and the State Special Provisions (Section 7). Certain portions of the contract may be edited or adjusted to reflect the actual award given a particular vendor.

2.21.1 Order of Precedence

In the event of any conflict or inconsistency between terms of this RFP and the vendor's proposal, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to the RFP, and last to the vendor's proposal.

2.21.2 Vendor Proposed Terms and Conditions

Except as specified in the vendor's proposal, the submission of the vendor's proposal will indicate its acceptance of these terms and conditions. Vendor must disclose in their proposal terms and conditions or required clarifications of terms and conditions consistent with these instructions. The College reserves the right to clarify terms and conditions not having an appreciable affect on quality, price/cost, risk, or delivery schedule during post-award formalization of the contract. Include payment terms and conditions.

2.22 RFP Cancellation

The College reserves the right to cancel this entire RFP or individual phases at any time, without penalty.

2.23 State Ownership of Contract Products/Services

Proposals, upon established opening time, become the property of the College. All products/services produced in response to the contract resulting from this RFP will be the sole property of the College, unless otherwise noted in the RFP. The contents of the successful vendor's proposal will become contractual obligations.

2.24 Incurring Costs

The College is not liable for any cost incurred by vendors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature, shall occur until a contract is awarded and signed by all concerned parties.

2.25 Non-Discrimination

The vendor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

2.26 Rejection of Proposal

The College reserves the right to reject any and all proposals, waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the College.

2.27 Parent Company

If a vendor is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number of the vendor responding to the RFP must also be provided.

2.28 News Releases

News releases pertaining to this RFP shall NOT be made without the prior written approval of the College.

2.29 Contract Cancellation

The College reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.

2.30 Certification of Independent Price

2.30.1 Certification

By submission of this proposal vendor certifies that in connection with this procurement:

- (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly to any other vendor or to any competitor; and,
- (c) No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.30.2 Individual Certification

Each person signing the Invitation for Bid form of this proposal certifies that:

- (a) He is the person in the vendor's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to 2.30.1(a) through 2.30.1(c) above; or,
- (b) He is not the person in the vendor's organization responsible within that organization for the decision as to the prices being offered herein but that he has

been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to 2.30.1(a) through 2.30.1(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to 2.30.1(a) through 2.30.1(c) above.

2.30.3 Proposal Not Considered For Award Conditions

A proposal will not be considered for award where 2.30.1(a), 2.30.1(c), or 2.30.2 above has been deleted or modified. Where 2.30.1(b) above has been deleted or modified, the proposal will not be considered for award unless the vendor furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2.31 Conflicts of Interest

The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State of Colorado. Rules of conduct for public officers and State employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the individual has breached his fiduciary duty.
2. A public officer or a State employee shall not:
 - a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties; or,
 - b. Assist any person for a fee or other compensation in obtaining any contract, claim licenses, or other economic benefit for his agency; or,
 - c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any State agency; or,
 - d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he has a substantial financial interest.
3. A head of a principle department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under section 24-18-110, C.R.S.
4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under section 24-18-110, C.R.S. and if he is not a full-time State employee. Ref. section 24-18-108, C.R.S. as amended.

2.32 Taxes

The College, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State and Local Sales Tax Exemption Number is 98-02565-0000.

2.33 Assignment and Delegation

Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.

2.34 Availability of Funds

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.

2.35 Insurance

If the RFP so states, the contractor shall procure, at its own expense, and maintain for the duration of the contract, the following insurance coverages; the State shall be issued certificates as an additional insured.

- Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- Commercial General and/or Personal Injury and/or Professional and/or Automobile Liability – (including bodily injury, personal injury and property damage) with the following minimum coverage, depending on the policy format:
 1. **Occurrence** basis policy – combined single limit of \$1,000,000.
 2. **Annual Aggregate** limit policy – not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$600,000.
 3. **Claims-Made** policy – Combined single limit of \$600,000, plus an endorsement that extends coverage two years beyond the policy expiration date.
- Other Insurance – Vendor shall provide such other insurance as may be required by law, or in a specific solicitation.

Additional Insured

The State of Colorado shall be named as an **additional insured** on all liability policies.

Cancellation Prevention

The insurance shall include a provision preventing **cancellation** without a 45 calendar day prior written notice to the State by certified mail.

Insurance Documentation

Vendor shall provide the following documentation to the College within seven (7) working days of a request therefore, unless otherwise provided:

1. **Certificates** of adequate insurance coverage, each with a reference to the State being named as an additional insured, or,
2. **Certificates** of adequate insurance coverage and an **endorsement** of additional insured coverage.

2.36 Indemnification

To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, or subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

2.37 Use of RFP and State Seal

The successful vendor will not use any information received as a result of this contract for promoting any programs designed to provide service to State employees or College students without specific, written authorization from the College's President. Further, the successful vendor will not conduct a program designed for the College or take advantage of the fact that they are the successful vendor for these services without the specific written authorization from the College's President. No vendor shall use the State of Colorado Seal on any materials or for any materials or for any reason without the specific, written authorization of the Secretary of State's Office.

2.38 Bonds

N/A.

2.39 Independent Contractor Clause

All personal service contracts must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

2.40 Venue

The laws of the State of Colorado shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112, and Rules adopted to implement the statutes govern this procurement.

2.41 Contractual Obligation

Nothing contained herein creates any contractual relationship between the College and the contractor, subcontractor, or supplier. However, bidding statements contained in the response of the successful contractor will become part of the contract for the product and services.

If after award of the contract, the contractor becomes aware of possible problems which could result in delay of schedule, the contractor must immediately notify the College by phone (confirmation to be in writing, giving the cause, probable effect, and recommendations for alternative actions).

Nothing in the above item will be interpreted as relieving the contractor of the contractual responsibilities; however, failure to promptly notify will be basis for determining contractor negligence in an otherwise excusable delay.

2.42 Limited Competition

Because of the limited competition expected from registered BIDS vendors on this solicitation, the College intends to use both BIDS and additional methods of vendor notification and may make the specifications available to non-registered vendors through additional means. However, responses submitted by non-registered vendors will not be opened or considered (except as necessary to determine BIDS registration status) unless, after examination of responses submitted by BIDS registered vendors, it is determined that there is not adequate competition among BIDS registered vendors. If adequate competition exists among registered vendors, responses from non-registered vendors will not be considered. A vendor is considered registered if its registration and payment is received in the State Purchasing Office prior to the bid opening time or the due date for receipt of proposals. If a non-registered vendor is determined to be entitled to award, that vendor must register on BIDS before the commitment voucher can be issued. By submitting a response to the solicitation, the vendor agrees to register for BIDS and pay the applicable fee as a condition of award. If the vendor does not do so in a timely manner, the agency may cancel the award and select another vendor.

SECTION 3 STATEMENT OF WORK

3.1 Design Projects

The awarded vendor must be able to accommodate any or all of the following types of design projects. The College will not guarantee a minimum or maximum number of projects during the term of this RFP.

- Print Ads
- Radio Ads
- Transit Ads
- Outdoor Ads
- Direct Mail Ads
- Brochures
- Flyers
- Posters
- Web Design

The following example is for a Fall Enrollment Campaign for the College. A project description is given for the development of 3 print ads, 2 radio spots and a web site splash page. Do not create these pieces; but please include your **hourly rate and proposed time to complete each activity listed in Section 8 (Price Sheet)**. Please note that the hourly rate given must be good through June 30, 2010.

Project Description for Fall Enrollment Campaign

- Develop 3 print ad concepts following brand format
- Develop 4 radio spots (2 x :60, 2 x :30) to coordinate with ad concepts
- Develop a splash page for the College's Web site
- Copywriting for both print and broadcast ads
- Include initial layouts, refinement of direction, production, meetings/calls and project coordination
- Resize ads for each publication for placement (7 publications)
- Prepare final art and coordinate with all publications

Costs for Fall Enrollment Campaign – See Section 8 (Price Sheet).

3.2 Print Ads

Develop 3 print ads. Include hourly rate and time for:

- Account Management
- Concept Development
- Copywriting
- Photo Shoot*
- Layout/Design
- Final Art Production
- Proofs
- Press Check

*Include proposed costs for 2-day shoot with photographer/lighting assistant/stylist.

3.3 Radio Spots

Develop 4 radio spots (2 x :60, 2 x :30) to coordinate with print ad concepts. Include hourly rate and time for:

- Account Management
- Concept Development
- Copywriting
- Staff Time to Produce Spots*
- Upload Spots to Radio Stations

*Include proposed costs for talent fee (announcer and 2 other talent), music, studio time, and time of own staff to produce spots.

3.4 Web Site Splash Page

Develop a splash page for the College's web site to coordinate with the look and feel of the print ads and radio spots created for the Fall Enrollment Campaign. Include hourly rate and time for:

- Account Management
- Concept Development
- Copywriting
- Layout/Design
- Production/Programming

SECTION 4 ADDITIONAL REQUIREMENTS

4.1 Specifications and Qualifications

The awarded vendor will have:

- Demonstrated experience providing services as specified in this RFP.
- Demonstrated experience working with institutions of higher education.
- To avoid any conflict of interest, the awarded vendor may not be currently working with a community college or other competitor of the College.

4.2 Award Period

The College shall award this RFP to one vendor and shall cover the period from the date the contract is signed through June 30, 2010. The College shall have the option to renew the contract for three (3) additional one-year terms at rates mutually agreeable to both the awarded vendor and College. The maximum total contract term shall not exceed four (4) years.

SECTION 5 RESPONSE FORMAT

5.1 General Requirements

- Submit four (5) copies of the proposal – one (1) original and four (4) copies. The original must be marked as “Original”.
- Submit signed Request for Proposal Cover Page.
- Price Sheet.
- Completed W-9.
- Interested firms are asked to provide sufficient written information to adequately describe their ability to provide the services described herein. Proposals should provide a straightforward, concise description of the vendor’s ability to meet the RFP requirements.
- Proposals must include detailed information regarding experience and qualifications, references, methodology and philosophy, and cost.
- List of relevant professional projects, including organization name, size, industry sector, services provided, and length of engagement.
- Minimum of three (3) references from recent customers for whom the vendor has provided services similar in scope to those requested by this RFP.
- Provide samples of design projects as listed in section 3.1. Samples of radio ads, web design may be submitted as electronic media or as links to web sites. Samples of transit ads and outdoor ads may be submitted as printed photographs or in electronic form. All other samples must be in print form. Under no circumstance should samples be sent as an email attachment.

5.2 List of RFP Addenda Received

If applicable, written acknowledgement of each addendum to the RFP is required by each vendor.

5.3 Certificate of Insurance

A statement assuring vendor’s ability to provide a certificate of insurance for general liability, workers compensation, and automobile insurance in limits prescribed in Section 2.35.

5.4 Information

Submit any other information or materials, such as brochures, specifications, etc. that may be deemed advantageous to demonstrate an understanding and approach to the work.

SECTION 6 EVALUATION PROCESS AND CRITERIA

6.1 Evaluation Committee

The College will assemble an evaluation committee to conduct a comprehensive and impartial evaluation of proposals received in response to this RFP.

6.2 Evaluation Criteria

The evaluation committee will examine compliant proposals and judge the merits of each proposal in accordance with the criteria stated herein. Technical points will be assessed to each criterion with a weighting factor to provide the total technical points.

The following is a list of the criteria and respective weights that will be used in the initial evaluation of proposals:

<u>Criteria</u>	<u>Weight</u>
Price	25%
Experience and Qualifications	40%
Quality & Relevancy of Samples	20%
References (College reserves the right to be a reference)	15%
Total	100%

6.3 Finalists

The evaluation committee will rank the vendors according to the criteria described above. The recommendations of this committee will be forwarded to the Purchasing Department for review and approval.

6.4 Rejection and Clarification of Proposals

The College reserves the right to reject any or all proposals without liability, at its sole discretion. The College also reserves the right to seek clarification of each proposal, request and receive additional information in connection with a proposal, waive informalities and minor irregularities in proposals and allow, at its sole discretion, a vendor to correct minor irregularities. The College reserves the right to request a demonstration or oral presentation from any or all of the vendors for clarification or verification of vendor's ability to perform. The College has the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature.

**SECTION 7
CONTRACT/SPECIAL PROVISIONS**

Contract No.: 10XXXX

THIS CONTRACT (Contract) is made by and between the State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the use and benefit of Front Range Community College (College or State) and _____, (Contractor). The effective date of this Contract is the date when the Controller of the State of Colorado or his designee signs it, as shown on page ____.

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and,

WHEREAS, authority exists in Law and Funds have been budgeted, appropriated, and otherwise made available; and,

WHEREAS, College desires that Contractor shall render such services as hereinafter described, and Contractor is willing to provide such services upon the terms hereinafter provide.

NOW THEREFORE, it is hereby agreed that Contractor shall render to College services more fully described as follows:

SERVICES TO BE PROVIDED

SCOPE AND SERVICES

1. The Contractor shall _____.

TERM

2. This Contract shall be effective upon its execution by the State Controller and shall terminate on _____, unless sooner terminated as provided for hereafter.

COMPENSATION

3. Unless otherwise agreed, in full consideration for services specified herein, the College shall pay the Contractor _____ dollars and _____ no cents (\$_____._____) for services rendered. In no case shall the cumulative payment to the Contractor for services rendered under this Contract exceed _____ dollars and _____ no cents (\$_____._____).

Contractor shall invoice and College shall make payment to Contractor no later than thirty days (30) after receipt of invoice. Invoices are to be submitted to Accounts Payable, Front Range Community College, 3645 West 112th Avenue, Westminster, Colorado 80031-2105, and must refer to the contract number as shown on page 1 of this Contract. No other benefits in cash or in kind are to accrue to Contractor, except as otherwise provided herein.

Payment under this Contract shall not foreclose the right of the College to recover excessive or improper payments. If expenses are reimbursable, the rates must be consistent with Colorado fiscal rules and receive prior approval by the System designee.

COORDINATION

4. The Contractor shall coordinate its activities with the College president or his designee.

TERMINATION

5. This Contract may be canceled without cause by either party by giving thirty (30) calendar days' advance written notice. In the event of cancellation by the College, the liability of the College to pay for services performed shall be limited to work completed which is satisfactory to the College's representative. In the event of Contractor canceling, the College shall not be liable for any services performed under this Contract.

SOLE SOURCE GOVERNMENT CONTRACTS

6. This provision applies only to sole source government contracts and does not apply to any contract which used a public and competitive bidding process in which the State agency or institution of higher education solicited at least three bids prior to awarding the contract.

Contractor certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:

- a. If during the term of the contract, contractor holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, contractor will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of contractor or contractor's immediate family member(s) for the benefit of any political party or for the benefit of any candidate any elected office of the State or any of its political subdivisions; and,
- b. Contractor represents that contractor has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and,
- c. Contractor will satisfy contractor's obligations to promptly report to the Colorado Department of Personnel & Administration information included in the Government Contract Summary and the Contract Holder Information, regarding this contract and any other sole source government contracts to which contractor is a party; and,
- d. Contractor understands that any breach of this section or of Contractor's responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and,
- e. A Contractor that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and,
- f. By execution of this contract, Contractor hereby confirms it is qualified and eligible under such provisions to enter into this contract.

For purposes of this clause, the term "contractor" shall include persons that control ten percent or more shares or interest in contractor, as well as contractor's officers, directors, and trustees. The term "immediate family member" shall include a spouse, child, spouse's child, son-in-law, daughter-in-law, parent, sibling, grandparent, grandchild, stepbrother, stepsister, stepparent, parent-in-law, brother-in-law, sister-in-law, aunt, niece, nephew, guardian, or domestic partner.

To complete the actual form go to: <https://ids-online.colorado.gov/DPA/DFP/SCO/Amendment54/>

INTEGRATION OF UNDERSTANDING

7. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

ASSIGNMENT/SUBCONTRACT

8. The Contractor shall not assign nor subcontract any portion of its rights or duties under this Contract without the prior written consent of the College.

AMERICANS WITH DISABILITIES ACT

9. The Contractor shall, in addition to any other requirements under Title 11 of the Americans with Disabilities Act, comply as an explicit requirement, with the Title 11 requirements of the Americans with Disabilities Act regarding the accessibility of the State's services and programs. The Contractor assures that, at all times during the performance of any resulting contract, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of, services, programs, or activities performed by the Contractor for the benefit of the State.

COMPLIANCE WITH LAWS

10. The Contractor agrees to comply with all applicable federal and state law, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back and collusion.

NOTICE

11. Any notice or communication required or permitted to be given under this Contract shall be in writing and shall be either served personally or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

CONTRACTOR

COLLEGE

Front Range Community College
3645 West 112th Avenue
Campus Box 26
Westminster, Colorado 80031-2105
Attn: Director, Budgets and Contracts

BEST EFFORTS

12. Contractor will at all times faithfully, industriously, and to the best of Contractor's ability, experience, and talents, perform all of the duties that may be required of and from Contractor pursuant to the express and implicit terms hereof, to the reasonable satisfaction of College.

CONFIDENTIALITY

13. Contractor shall not release any confidential matters or materials gained or acquired through the performance of this Contract.

HEADINGS

14. Headings used in this Contract are for reference only and shall not be deemed a part of this Contract.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this

contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the College is relying on their representations to that effect and accept personal responsibility for any and all damages the College may incur for any errors in such representation.

CONTRACTOR:

Legal Name of Contracting Entity

Signature of Authorized Officer

Date

STATE OF COLORADO:

BILL RITTER, JR., GOVERNOR
Department of Higher Education, by the State
Board for Community Colleges and Occupational
Education, for the use and benefit of Front Range
Community College

Andrew R. Dorsey
President

Date

LEGAL REVIEW:

John W. Suthers, Attorney General

Barbara McDonnell

Date

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
DAVID J. MCDERMOTT, CPA**

By: _____
Jennifer Sobanet

Date: _____

**SECTION 8
PRICE SHEET**

QUOTE PER SPECIFICATIONS. ADDITIONAL CHARGES AND FEES NOT INCLUDED IN THE PROPOSAL AND RESULTING CONTRACT ARE NOT ELIGIBLE FOR PAYMENT UNLESS NEGOTIATED PRIOR TO SUCH CHARGES BEING INCURRED.

Print Ads

Develop 3 print ads.	Hourly Rate	Time	Total Cost
Account Management	\$ _____	_____	\$ _____
Concept Development	\$ _____	_____	\$ _____
Copywriting	\$ _____	_____	\$ _____
Photo Shoot*	\$ _____	_____	\$ _____
Layout/Design	\$ _____	_____	\$ _____
Final Art Production	\$ _____	_____	\$ _____
Proofs	\$ _____	_____	\$ _____
Press Check	\$ _____	_____	\$ _____

*Include proposed costs for 2-day shoot with photographer/lighting assistant/stylist.

TOTAL COST FOR PRINT ADS \$ _____

Radio Spots

Develop 4 radio spots (2 x :60, 2 x :30) to coordinate with print ad concepts.

	Hourly Rate	Time	Total Cost
Account Management	\$ _____	_____	\$ _____
Concept Development	\$ _____	_____	\$ _____
Copywriting	\$ _____	_____	\$ _____
Staff Time to Produce Spots*	\$ _____	_____	\$ _____
Upload Spots to Radio Stations	\$ _____	_____	\$ _____

*Include proposed costs for talent fee (announcer and 2 other talent), music, studio time, and time of own staff to produce spots.

TOTAL COST FOR RADIO SPOTS \$ _____

Web Site Splash Page

Develop a splash page for the College's web site to coordinate with the look and feel of the print ads and radio spots created for the Fall Enrollment Campaign.

	Hourly Rate	Time	Total Cost
Account Management	\$ _____	_____	\$ _____
Concept Development	\$ _____	_____	\$ _____
Copywriting	\$ _____	_____	\$ _____
Layout/Design	\$ _____	_____	\$ _____
Production/Programming	\$ _____	_____	\$ _____

TOTAL COST FOR WEB SITE SPLASH PAGE	\$ _____
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Fees or charges not included above, if any (describe):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER COSTS	\$ _____

TOTAL COST FOR PRINT ADS	\$ _____
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TOTAL COST FOR RADIO SPOTS	\$ _____
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TOTAL COST FOR WEB SITE SPLASH PAGE	\$ _____
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TOTAL OTHER COSTS	\$ _____
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GRAND TOTAL – ALL COSTS	\$ _____
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THIS PAGE MUST BE SUBMITTED WITH RESPONSE