YORK COUNTY COMMUNITY COLLEGE

REQUEST FOR PROPOSAL
Graphic Design Services

York County Community College
112 College Drive, Wells Maine 04090
www.yccc.edu

York County Community College (hereinafter "YCCC") located at 112 College Drive, Wells, Maine 04090 is accepting formal proposals from qualified vendors to provide Graphic Design Services for 3 years with the option to extend contract for 1 year in year 4 and year 5.

College Expectations

- YCCC is seeking proposals from Graphic Designer(s)/Firm(s) who will function as the Colleges Graphic Designer who will work with the Director of Marketing and Communications to provide all services associated with graphic design, including but not limited to:
    - Concepts and Drafts
    - Design and Layout

- The following are example of anticipated projects:
    - **Front End Web Graphic Design** - work with web developer & YCCC to design and create and implement graphic design elements for yccc.edu.
    - **College Catalog** - 150+ page publication with heavy text and tables with college policy, program requirements and descriptions, board, faculty and employee information.
    - **3/4Direct Mail Jumbo Postcards** – 4/4 two sided.
    - **Posters/Flyers** (Print and Interactive Digital)
    - **Print/Digital Ads**
    - **Miscellaneous –** other projects on an as needed basis.

Expected Contract Term

York County Community College desires to enter into a contract with the successful vendor for a three-year period with two consecutive options for renewal for additional one-year terms.

RFP Submission Timeline

The deadline for submission of proposals in response to this RFP is April 15. 2021. Proposals received after this date will not be considered. The bid will be awarded no later than two weeks after the proposal response date.

After all proposals have been received and evaluated, YCCC may elect to ask qualifying bidders to meet and present a formal proposal.

RFP Clarification

YCCC reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to response to such a request for additional information or clarification may result in the rejection of a vendor's proposal.

YCCC reserves the right to revise, add, or delete any section and/or specifications provided prior to awarding any contract; in addition, YCCC reserves the right to reject any and all proposals.

Materials to be Submitted

- Proposed hourly rate. YCCC is tax exempt; no sales tax is to be included in the bid price.
- The proposal should address the above College Requirements and include work samples by providing deliverables similar in size, complexity and nature to those requested.
- Include three references for similar projects completed, including name of organization, name of contact person, address, telephone number and email.

RFP Evaluation Criteria

The following general criteria will be utilized in evaluating proposals from interested parties. The College is not limited to these criteria when making a final determination and award. The criteria are:

- Proposed hourly rate (40%)
- Quality of work examples/experience (40%)
- References (20%)

ADDITIONAL REQUIREMENTS

A. The cost and compensation for **all** services shall be clearly indicated.

B. Description of all proposed services and time requirements shall be clearly described in the proposal.

C. It is the vendor's responsibility to confirm they have sufficient information required for the proposal. Any additional information required is to be brought to YCCC's attention.

D. This RFP shall be referenced in, and considered part of, any final contract.

E. All applicable costs are to be built into the RFP. No separate costs for items not included in the RFP will be accepted unless agreed to by YCCC in advance.

F. YCCC is exempt from sales, property and excise taxes. Such taxes shall not be included in quoted prices. If any taxes are known by the Vendor to apply they shall be considered an expense of the Vendor and deemed a part of the quoted prices.

G. The following MCCS Standard Terms and Conditions apply to all contracts with YCCC.

NOTICE TO VENDORS AND BIDDERS:
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;

10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;

2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;

3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and

4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.