



Eastern Kentucky University
Purchases & Stores-Commonwealth #1411
521 Lancaster Avenue
Richmond, KY 40475

RFP No.

REQUEST FOR PROPOSAL

1. REQUEST DATE: <input type="text" value="6/15/2017"/>	2. REQUESTING DEPARTMENT: <input type="text" value="Campus Wide"/>	
3. SERVICE: Graphic Designer Services		
4. DUE DATE: <input type="text" value="6/30/2017"/>	5. TIME: <input type="text" value="10:00am (ET)"/>	6. TELEPHONE: <input type="text" value="859-622-2246"/>

Proposals should include background information, references and associated costs. Complete and return the attached Vendor Tax Form along with your proposal. Proposals should be sent to the following:

7. All Proposals MUST be mailed to above address

The bottom portion of this form is to be completed by the vendor.

Equal Employment Opportunity-All parties must be in compliance with executive order 11246 of September 24, 1965 as amended by executive order 11375 of October 13, 1967.

TOBACCO-FREE CAMPUS POLICY

The Offeror, by signing and submitting a Proposal, agrees to comply with the University's Tobacco-Free Campus Policy.

See: http://policies.eku.edu/sites/policies.eku.edu/files/policies/tobacco-free_policy_bor_41414.pdf

SUSTAINABILITY POLICY

The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It's the University's goal to maximize environmental responsibility on its campuses.

STATEMENT OF NON- COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under penalty for false swearing as provided by KRS 523.040:

1. That attached Submitted Proposal has been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Submitted Proposal designed to limit independent competition.
2. That the proposer is legally entitled to enter into the contract with Eastern Kentucky University, an agency of the Commonwealth of Kentucky, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.325, to 45A.340, 34A.990 and 164.821 (7).
3. That I have fully informed myself regarding the accuracy of the statements made above.

NONAFFILIATED THIRD PARTY CONTRACT REQUIREMENTS

Contract Requirements

For any agreements executed, or amended, on or after January 1, 2015, when ECU contracts with a Nonaffiliated Third Party and discloses Personal Information to the nonaffiliated third party, ECU shall require, as part of that agreement, that the Nonaffiliated Third Party implement, maintain, and update security and breach investigation procedures pursuant to Kentucky's Personal Information Security and Breach Investigation Practices Act, KRS 61.931 – 61.934.

These agreements will be reviewed for approval by ECU's IT Security Analyst or designee for compliance to this Regulation.

Additional information regarding Nonaffiliated Third Party Contract Requirements can be found at: http://policies.eku.edu/sites/policies.eku.edu/files/policies/regulation_11.2.3_information_security_incident_response_interim_12.16.2014.pdf

Any Proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky may be rejected.

In submitting this proposal, it is expressly agreed that upon proper acceptance by Eastern Kentucky University, of any or all items bid, a Vendor Agreement (sample attached) shall thereby be created with respect to the service accepted. ***PSC funding is contingent upon Government Legislative Review Committee approval.***

SIGNED BY: _____ Telephone: _____ Fax: _____

PRINT NAME: _____

FIRM: _____

ADDRESS: _____

SPECIFICATIONS:

1. Scope of Services:

The purpose of this Request for Proposal is to supply the University with pre-approved graphic design services. We seek proposals to obtain non-exclusive graphic design services from qualified and experienced individuals or firms.

The successful Offeror(s) will provide design production, creative direction, and conceptual design for a wide range of projects produced by the office of Communications and Marketing including print, web, broadcast, and multi-media collateral. Design services are expected to be used on an as-needed basis.

Principal duties include providing timely, effective, efficient graphic design products for various departments across campus in adherence with University's Visual Identity Guide. Designer creates high-profile, brand-specific collateral, marketing and fundraising materials, and online campaigns. This position will ensure consistency and brand fulfillment for both internally and externally produced communication materials across multiple channels. Designer must possess the ability to work on a deadline with attention to detail and adherence to established style/brand/language guidelines.

In general, products are to be designed using Adobe Creative Suite, though additional software may be used as deemed necessary to achieve the desired product. Design source files will be owned by the University and provided to the University for each Project.

Offeror that does not submit a proposal, and maintain up-to-date documentation with the Purchasing Office, will not be permitted to do business with the University.

2. Informational Background:

Eastern Kentucky University is a comprehensive university serving approximately 16,000 students at the main Richmond, Kentucky campus, educational centers in Corbin, Danville, Lancaster and Manchester, and other sites in Kentucky. Michael T. Benson serves as the 13th President of the University. President Benson strongly believes the essential ingredients to the current and future success of our University is focusing on the 3Ps: People, Places, and Programs. Additional information about Eastern Kentucky University is available at www.eku.edu.

3. Requirements:

a. Confidentiality:

Successful offeror(s) shall not access, use or disclose and shall hold in strict confidence any and all information and/or design work of University, its employees, students, faculty, staff and guests during the term of this Agreement (collectively, "Confidential Information"). Successful offeror(s) shall protect and safeguard from and against unauthorized access, use or disclosure of Confidential Information in the same manner that designer protects the confidentiality of designer own proprietary and confidential information of like kind (but in no event using less than reasonable care). Successful offeror(s) shall reasonably comply with any request by University regarding any display of Confidential Information, including but not limited to requests to cease and/or remove the display of Confidential Information.

b. Certificate of Insurance:

Successful offeror(s) shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities, and contractual obligations undertaken in this Contract. These insurance policies must be with insurers acceptable to Eastern Kentucky University.

Workers' Compensation	\$1,000,000
General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000 (each occurrence, any auto owned, non-owned, hired, or borrowed)

Successful offeror(s) agrees to furnish Certificates of Insurance for each insurance policy to the Purchasing Official. Eastern Kentucky University, its regents, and employees must be added as Additional Insured on the General Liability and Contractor Errors and Omissions Liability policies with regard to the scope of this Contract. Any deductibles or self-insured retentions in the insurance policies must be paid by and are the sole responsibility of the Offeror. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All required insurance policies must include a Waiver of Subrogation in favor of Eastern Kentucky University, its regents, and employees.

c. Samples of work:

Please submit samples of work related to the types of design opportunities that would be appropriate with an EKU contract.

d. Use of design work:

The Successful offeror(s) must be able to provide EKU with full and unlimited usage rights across all mediums and geographies – This should be included in pricing. Design work may be used in various publications including the media, newsletters, art catalogs, invitations, brochures, on-line, etc. All materials, including the work product, developed by offeror for University are owned exclusively by University and are deemed to have been specially ordered or commissioned by University from offeror as “work for hire.” Notwithstanding the foregoing, offeror hereby transfers and assigns to University all rights, title and interest in and to the work product and services. Offeror will execute any and all documents necessary to effectuate such assignment and transfer to University all intellectual property and other rights in the work product and any other materials and information created for University.

4. Method of Award:

A selection committee, made up of representatives of the Marketing & Communications at Eastern Kentucky University, will determine the appropriate successful offeror(s) based on their ability to meet the requirements of the proposal. The criteria will be based on the following:

1. Capacity to perform requested services
2. Experience relevant to requested services
3. Work samples reflecting experience conducting requested services
4. Ability to perform requested services within cost parameters
5. Ability to perform requested services within specified timeframes

5. Contract Period:

The Contract resulting from this RFP and the Successful Offeror's Proposal shall have an initial term upon award date through June 30, 2018. It is the intent of the University to renew this contract on an annual basis for up to four (4) consecutive one (1)-year renewal periods. Annual renewal will be contingent upon the University's satisfaction with the services performed, the need for services and the overall performance of the successful offeror.

The University reserves the right to renegotiate any term and/or condition as may be necessary to meet requirements for any renewal period. The Successful Offeror will be advised of any proposed revisions prior to the renewal period.

6. References and Past Experience:

Offeror shall supply the names, addresses, telephone numbers and complete contact information of at least three (3) references for which work has been accomplished within the last five (5) years. Include a complete description of the types of services provided. References should be relevant with regard to the scope of services outlined in this RFP. By submitting a Proposal, the Offeror grants permission to the University to contact references.

7. Financial proposal

Offeror shall provide hourly rate or average project cost.

8. Proposal Submission and Deadline

Offeror must provide one of the following (1) original, one (1) electronic copy saved on a jump drive or CD of each proposal. The Proposal and copies must be delivered under sealed cover prior to 10:00 AM (ET); June 30, 2017.

Deliver to:

Dwightel Ivey
Division of Purchases & Stores
Eastern Kentucky University
Jones Building, Room 117
521 Lancaster Avenue
Richmond, KY 40475

Proposals shall be enclosed in sealed envelope(s) and must clearly show the closing date and time specified, the Solicitation number, and the name and address of the Offeror on the face of the envelope(s). Please indicate which envelope contains the original Proposal.

Note: Proposals received after the closing date and time will not be considered.

Note: In accordance with Kentucky Revised Statute 45A.085 and 200 KAR 5, there will be no public opening of Proposals. All Proposals will be kept confidential until such time that a contract is awarded. After a contract is awarded, all Proposals will become public record, as described

TAXPAYER IDENTIFICATION NUMBER REQUEST

Eastern Kentucky University requires a Federal Tax Identification number or Social Security number for all vendors or persons doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Completion of this vendor form does not guarantee receipt of competitive bid solicitations. If you are interested in obtaining University solicitations, please visit <http://purchasing.eku.edu/bids-and-quotes> IF SENDING A W-9, PLEASE RETURN THIS FORM ALSO.

For your convenience, you may return the information one of the following ways:

FAX: Vendor File @ 859-622-2047

Mail:

**Purchasing Division
Eastern Kentucky University
Jones 117, CPO 8A
521 Lancaster Avenue
Richmond, Kentucky 40475**

EMAIL: adm.purchasing@eku.edu

Phone # (859)622-2246

Please type or print legibly

VENDOR INFORMATION

Name of Firm * (Company or Individual)	Phone Number *	Make Checks Payable To *
Address *	Fax Number *	Payment Address *
Address	Web Site Address or E-mail	Payment Address
Address	Vendor Representative	Name on Invoice *
City * State * Zip*	Federal Tax ID Number *	Social Security Number *
Willing to accept ACH payments * Yes <input type="checkbox"/> No <input type="checkbox"/> Bank Name & Routing # _____ Bank Account # _____	Willing to accept credit card payments* Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Terms *

***REGISTRATION**

Any foreign corporation (outside the State of Kentucky) must obtain a certificate of authority from the Secretary of State as is required by KRS 271B.15-010
Certificate #: _____ (<http://www.sos.ky.gov/business/>)

- Claimed exemption: _____

Any "person" (business or individual) making retail sales in the state are to be registered to collect Kentucky sales and use tax. If the foreign individual (or business) is making retail sales they should be registered for Kentucky sales and use tax purposes by completing a Tax Registration Application (form 10A100), available at the link below. If they are under contract to perform services that do not include the sale of tangible personal property or digital property, or do not perform services subject to tax per KRS 139.200 (such as admissions, provision of telecommunication services, sewer services, and so on), then they are not required to register per .KRS 14A.9-010-14A.9-090

CERTIFICATION Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because:(a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

Signature of U.S. Person _____ Date _____

Federal Debarment Status

By checking the box above, you certify that your company and its principals have not been disbarred, suspended, proposed for debarment, declared ineligible, are not in the process of being disbarred or are voluntarily excluded from doing business with a federal department or agency of the federal government.

Type of Ownership (Check Appropriate Box(es) *

- | | |
|---|--|
| <input type="checkbox"/> (01) Individual/Sole Proprietorship | <input type="checkbox"/> (05) Non-Resident Alien |
| <input type="checkbox"/> (02) Partnership | <input type="checkbox"/> (06) Exempt from backup withholding |
| <input type="checkbox"/> (03) Corporation-Incorporated in (State) _____ | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> (04) Non-profit/Education | |

Business Classification (Check Appropriate Box(es) *

- | | |
|--|--|
| <input type="checkbox"/> (SM) Small Business | <input type="checkbox"/> (SD) Small Disadvantaged Business |
| <input type="checkbox"/> (LG) Large Business | <input type="checkbox"/> (GA) Government Agency |
| <input type="checkbox"/> (CT) In County | <input type="checkbox"/> (NP) Non-Profit |
| <input type="checkbox"/> (MN) Minority Owned | <input type="checkbox"/> (AL) Alumni Owned |
| <input type="checkbox"/> (WO) Women Owned | <input type="checkbox"/> (HZ) Hub Zone Small Business |
| | <input type="checkbox"/> Other (Specify) _____ |

***Required Fields**

Business Classification Reference Links: www.ccr.gov/sizestandard.asp, <https://eweb1.sba.gov/hubzone/internet/general/whoware.cfm>, and <http://app1.sba.gov/faqs/faqindex.cfm?areaID=11>

Printed Name of Authorizing Official: _____

Authorized Signature: _____ Date: _____