

STATE OF UTAH



SOLICITATION NO. AR9012

Art Graphic Design Services

RESPONSES ARE DUE PRIOR TO:

Jul 29, 2009 10:00:00 AM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid AR9012 Art Graphic Design Services

Bid Number AR9012
Bid Title Art Graphic Design Services

Bid Start Date Jun 30, 2009 3:21:41 PM MDT
Bid End Date Jul 29, 2009 10:00:00 AM MDT
Question & Answer End Date Jul 14, 2009 7:00:00 AM MDT

Bid Contact Adrian Ruger
Purchasing Agent
State of Utah
801-538-3146
aruger@utah.gov

Contract Duration 2 years
Contract Renewal 3 annual renewals
Prices Good for 60 days

Bid Comments Proposals can be submitted either electronically in Bid Sync or hard copy as explained in the RFP. However, the required samples MUST be submitted in hard copy as instructed in the RFP. Samples submitted electronically are not acceptable. Pricing information must be submitted on the cost sheet attachment. Entries are also required on page 6 of the RFP.
Added on Jul 1, 2009:
Error on Att. B, Sample Usage Report, was corrected

Changes made on Jul 1, 2009 7:16:46 AM MDT

New Documents Att. B - Sample Usage Report - Template.xls

Removed Documents Att. B - Sample Usage Report - Template.xls

Item Response Form

Item AR9012-1-01 - Art Graphic Design Services
Quantity 1 job
Prices are not requested for this item.
Delivery Location State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
PO Box 141061
Salt Lake City UT 84114-1061
Qty 1

Description
State contract for providing graphic design services in accordance with the terms and conditions contained herein.



State of Utah

Request for Proposal

State Cooperative Contract

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number 		State of Utah Sales Tax ID Number 	
Ordering Address 		City 		State 	Zip Code
Remittance Address (if different from ordering address) 		City 		State 	Zip Code
Type: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government		Company Contact Person 			
Telephone Number (include area code) 	Fax Number (include area code) 	Email Address 			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)			
Brand/Trade Name 		Price Guarantee Period (see attached specifications for any required minimums) 			
Minimum Order 		Company's Internet Web Address 			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 					
Offeror=s Authorized Representative=s Signature 		Print or type name and title 		Date 	
State of Utah Division of Purchasing Approval 		Date 		Contract Number 	

Kent Beers, Director		
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Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through RFP Depot shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written

notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision 22 October 2008 - RFP Instructions)

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

8. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

9. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

13. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

15. TAXES: Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

16. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

17. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

18. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

19. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

20. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

21. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

22. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

23. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.

24. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

25. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

26. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

27. MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS: Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.

28. BID/PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in bid/proposal preparation.

29. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

30. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted

composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

31. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

32. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future bid/proposal solicitations.

33. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

34. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

35. NON-COLLUSION: By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted 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 Solicitation, designed to limit independent proposing or competition.

36. PUBLIC INFORMATION: Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

37. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

38. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

39. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

40. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

41. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State

Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if

such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

June 2009

Revision date: 4

**Statewide Multiple Contracts for Graphic Artist Design Services
Specifications, Terms And Conditions
RFP AR9012**

I. GENERAL INFORMATION

1. INTRODUCTION:

The State of Utah, Division of Purchasing & General Services is requesting proposals from Graphic Artist Designers to provide Graphic Design Services, on behalf of the State of Utah. All specifications and instructions are in addition to the Standard Terms and Conditions (attachment A) attached.

2. PURPOSE:

The purpose of this Request for Proposal (herein RFP) is to establish multiple entire State of Utah coverage contracts for Graphic Design Services. No minimum or maximum number of awards has been predetermined. Contracts will be awarded for simple, intermediate and complex design categories.

For each contractor, separate contracts will be issued for the purchase of Graphic Design Services. State Agencies will have the sole authority to analyze and determine which contractor will best meet the requirement(s) for their application(s) respectively, per purchase.

State agencies with requirements that are not met by the contracts resulting from this RFP will meet their needs through the competitive solicitation process approved by the Division of Purchasing.

This RFP is for design services only. Printing will be bid separately. To prevent any potential conflict of interest, If you provide a bid for design under the scope of this RFP, you are ineligible to bid on the subsequent printing of the design.

The following are general types of design services that may be included, but not limited to, under the scope of the contracts to be awarded as a result of this RFP:

- | | |
|------------------------------|---------------------|
| a. Utah State Parks Brochure | e. Posters |
| b. Utah Travel Guide | f. Scenic Calendars |
| c. Annual Reports | g. Logos |
| d. 1 Page Brochures | h. Exhibit Catalogs |

3. PROCUREMENT MANAGER (ALSO CONTRACT MANAGER):

The Procurement Manager (and subsequent Contract Manager) designated by the State of Utah, Division of Purchasing & General Services is:

**Adrian Ruger
State of Utah
Division of Purchasing & General Services
State Office Building, Capitol Hill
Room 3150
Salt Lake City UT 84114-1061**

aruger@utah.gov

voice: (801) 538-3146

fax: (801) 538-3882

4. RELEVANT WEBSITES:

The website used by the State of Utah, Division of Purchasing & General Services, for all solicitations and requests for quotes is www.bidsync.com. The site that will host contract information for all contracts resulting from this RFP is <http://www.purchasing.utah.gov>.

5. PRE-BID CONFERENCE:

There will be no pre-bid conference.

6. SCHEDULE OF EVENTS:

The Procurement Manager will make every effort to adhere to the following schedule:

- | | | |
|----|-----------------------------------|----------------------------|
| 1. | RFP Issued | 06-29/2009 |
| 2. | RFP Question & Answer Period Ends | 07-13/2009 7:00 AM |
| 3. | RFP Due Date | 07-28/2009 10:00 AM |
| 4. | RFP Evaluation begins | 07-29-2009 |
| 5. | Anticipated Contract Start Date | No later than 9-1-2009 |

7. RFP DUE DATE, TIME AND LOCATION:

One (1) hard copy marked as original and three (3) identical hard copies of offeror's proposal are due no later than 10:00 AM, Tuesday, July 28, 2009. Only one set of the offerors artwork/samples is required. Proposals and samples must be received at the following location:

State of Utah
Division of Purchasing & General Services
Room 3150 State Office Building, Capitol Hill
Salt Lake City UT 84114-1061

RFP's can also be submitted in electronic format in Bid Sync as instructed herein. **However, the required sample MUST be submitted in hard copy to the address above.** Copies of samples submitted in any other format (Bid Sync, fax, or email) will not be accepted and the RFP submitted in association with an incorrectly submitted sample will not be considered. **Late RFP's will not be considered.** If the RFP is submitted in Bid Sync timely, but the required sample is received late, the RFP will be deemed to be late and will not be considered.

RFP and/or Sample submitted in hard copy must be sealed and labeled on the outside of the package to clearly indicate that it is in response to RFP# AR9012.

Failure to provide pricing in the formats specified may be grounds for finding your RFP non-responsive.

8. GOVERNING LAWS AND REGULATIONS:

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 5 for address).

II. CONTRACT TERMS

1. HISTORICAL USAGE DATA – FISCAL YEAR 2001:

The following usage figures represent the most recent expenditures (calendar year 2008 and January thru June, 2009) for Graphic Art Design Services per State of Utah entities. Historical usage data is for bidding purposes only and is not to be construed as a guarantee to purchase any amount from contracts that result from this RFP.

State Agencies	\$ 154,647.00
Higher Education	\$.00
Cities & Towns	\$.00
Public Education	\$.00
Counties	\$.00
Special Service Districts	\$ 0.00
TOTAL	\$154,647.00

2. CONTRACT TERM:

The contract term is two (2) years. Contracts are renewable, at the State's option, on an annual basis, up to a maximum of three total renewal years (contract potential is 5 years, including all renewal options).

3. PRICE GUARANTEE:

All pricing must be guaranteed for two years. Any price increase thereafter can only be a direct price pass-through based on increases in the Consumer Price Index. Increases must be submitted to the contract manager at the Division of Purchasing for approval. All price increase requests must be accompanied by official and sufficient supporting documentation, and must be made thirty days prior to the effective date.

4. PRICE REDUCTIONS:

It is understood and agreed that in the event of a reduction in price, the State of Utah will be given the full benefit of such decrease in price immediately upon effective date of the reduction. Contractor's failure to notify the Contract Manager at the Division of Purchasing & General Services of any price decrease may result in the cancellation of the contract.

5. FREIGHT TERMS OF SALE F.O.B. DESTINATION, FREIGHT PREPAID:

Contractor shall ship all products F.O.B. destination, freight included in the product price. Please see Attachment A - Standard Contract Terms and Conditions for further freight terms information.

6. LARGE INDIVIDUAL PURCHASES:

The State of Utah reserves the right to negotiate special pricing with contractor or to bid out separately any large purchases for design services which may be required by a single agency. The Division of Purchasing must be notified in writing of the final outcome. All contract terms and conditions shall apply.

7. CANCELLATION OF PROCUREMENT:

This RFP may be canceled at any time when the State of Utah, Division of Purchasing determines such action to be in the best interest of the State of Utah.

8. RIGHT TO PUBLISH:

Throughout the duration of this procurement process and contract term, potential contractors, and subsequently contractors must secure from the contract manager prior approval to the release of any information that pertains to the potential work or activities covered by this procurement or the contracts. Failure to adhere to this requirement may result in disqualification of bid or termination of contract for cause.

9. MANDATORY USAGE REPORT REQUIREMENT (attachment C):

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, All contractors will be required to provide quarterly usage reports to the contract manager. Initiation and submission of the quarterly reports are to be the responsibility of the contractor without prompting or notification by the contract manager. Using the excel format shown on Attachment B, the quarterly usage reports need to be submitted to the contract manager at the Division of Purchasing & General Services within thirty days after the end of each calendar quarter. The quarters will end on March 31, June 30, September 30, and December 31, of each year during the life of the contract. Failure to comply with this requirement may result in contract cancellation. Please see Attachment C, page 31 for a sample of how the usage report should look.

Offerors shall identify below the name of the individual responsible for preparation of the mandatory usage reports:

NAME:	
MAILING ADDRESS:	
TELEPHONE #:	
FAX NUMBER:	
EMAIL ADDRESS:	

III. GENERAL SPECIFICATION INFORMATION

1. DESIGN ORDER REQUEST:

State agencies will submit design orders directly to designer. The Designer is responsible for promptly denying all design order requests that are not covered by the specifications of this contract.

2. ACKNOWLEDGMENTS AND COST ESTIMATE:

State Agency may request a cost estimate from the Designer prior to placing the design order. Designer must answer the request verbally or in writing within 3 working days. The State Agency must then issue written acceptance of cost estimate to the Designer. Designer should not begin work on any design project without written authorization from State Agency.

3. WORK PLAN:

Prior to beginning design project, State Agency will indicate a due date for final design. Based on this date, Designer is to prepare a written project work plan including name of Designer assigned to project, work schedule, time schedule and delivery date of materials ready for printer. Work plan to be approved by State Agency.

State Agencies are to deal directly with Designer on all aspects of design project, ie. layouts, changes, bluelines, etc. State Agency will not send and receive designs through the Designer=s runners, delivery people and office personnel.

Services that may be required as a part of design project include, but are not limited to the following:

- a. **Preliminary Design** - Designer to prepare preliminary design of cover and various pages, incorporating proposed design elements and theme of project. Design to be approved by State Agency.
- b. **Proofing** - Designer to proof and correct comprehensive layout prior to State Agency review. Proofing to include computer glitches such as transposed text, missing letters in words, correct typeface and point sizes, etc. State Agency to proof spelling.
- c. **Photo Work** - Designer to crop photos and/or transparencies and submit to State Agency for approval.
- d. **Comprehensive Design** - Designer to prepare comprehensive layout of entire design project for State Agency approval. It is to include typefaces, preliminary illustrations, and suggested paper and inks. Printed samples, swatches, etc. are to be provided at this time. State Agency should make the majority of changes at this point. However, several meetings & revised designs may be required prior to approval by State Agency.

Specifications for design project to be agreed upon, signed and dated by Designer and State Agency. Specifications may include the following: size, pages, paper, ink, photos, illustrations such as: maps, charts, graphics; typesetting and binding.

- e. **Final Design** - Designer to submit laser copies or camera-ready art to State Agency for approval. At this point, changes other than Designers errors, are to be at expense of State Agency. Final approval is to be signed and dated by State Agency and Designer.
- f. **Printing Specifications** – Designer is to prepare detailed printing specifications (when requested). In most cases, State Agencies will obtain printing bids.
- g. **Materials for Printer** - Designer to deliver final digital disk or camera ready art and other materials to State Agency or to printer. Designer is responsible to work with printer to ensure compatibility of materials.

- h. **Color Separations, Blueline and Digital Proofs** - Designer and State Agency to approve color separations, blueline and digital proofs. At this point changes in proofs, other than printer errors, are strongly discouraged, and will be at the expense of the State Agency or of the Designer requesting change.
- i. **Press Checks** - Designer to make press checks when requested by State Agency. State Agency may choose to attend press checks and must be notified by Designer of time and date.

4. **DELIVERY:**

State Agency and Designer must negotiate an acceptable delivery schedule on a per job basis.

The finished products must be delivered to the location specified on the State Agency order form within the number of working days negotiated. "Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Pickup, delivery and transportation expenses are the responsibility of the Designer and must be included in the cost of the design.

Note: The time proofs are in State Agency's possession will not count as production time. State Agency will normally hold proof no longer than 3 days.

If the Designer exceeds the agreed upon delivery time, the Designer may be charged late charges. Liquidated damages imposed by the State against the Designer for failure to meet delivery schedule will be 2% of the invoice amount for each working day beyond the specified delivery time. The Designer shall be relieved of delays due to causes beyond its control such as delays on the agencies part, excessive changes to design by State Agency, acts of God, national emergency, strikes or fire. The State will assess penalties for late delivery in all cases except those that relate to causes beyond the Designer's control. The Designer must notify the ordering State Agency, in writing, on a timely basis, of such developments stating reason, justification and extent of delay.

5. **CANCELLATION OF AN ORDER:**

If a State Agency cancels an order without cause, the Designer will be compensated for all materials used and all work completed on the order prior to request for cancellation under pricing provisions specified herein. The ordering State Agency shall notify the Designer at the earliest possible moment of its intent to request cancellation.

Designer will be required to document in writing to State Agency, all hours, materials used and work completed at point of cancellation.

6. OBLIGATIONS OF DESIGNER:

The Designer must assist the ordering State Agency with suggestions for design and layout in the most efficient manner to the State i.e. cost and time savings, meeting postal regulations, press sizes, standardization, paper and ink selections.

If at any time it is learned that the Designer has directed the State Agency in a matter that has unnecessarily cost the State Agency additional money, the contract may be canceled and the Designer may be suspended or debarred from doing further business with the State.

7. QUALITY:

The design and workmanship of all products furnished under this contract must be of "first class" quality, equal to samples submitted with proposal.

The design should immediately gain the readers' attention. Creative use of typography, photographs, illustrations, tints, screens and reverses is expected.

8. LIQUIDATED DAMAGES OR PENALTY:

All design products furnished will be subject to inspection and acceptance by the State Agency. Failure to meet quality, as specified above, specifications and terms of the contract authorizes the State to cancel this statewide contract or any portion of same. The State Agency will reasonably purchase design elsewhere and charge full increase, if any, in cost and handling to the defaulting Designer.

When time does not allow for redesign or reordering, acceptance of an inferior product may result in a liquidated damage (reduction in cost) of at least 50% of the invoice price. Cost reduction will be determined by State Agency.

9. MINIMUM REQUIREMENTS:

All design and disk output must be performed on the Designer's premises. Outside services are acceptable only by approval from State Agency. Sources must be included in proposal.

Designer to work directly with printer selected by State Agency, to ensure final output is compatible with design/printing specifications.

State Agency retains sole ownership rights of all digital disks, illustrations, designs, etc. State Agency may use all digital disks, illustrations, designs, etc. at its discretion in any future medium including, but not limited to, printed publications, Internet, videos, etc. **Designer is absolutely prohibited from using any portion of design for any purpose unless specific written permission is granted from the State Agency.**

Materials provided by the State Agency including, but not limited to: disks, transparencies, photos, artboards, etc., are exclusive property of the State of Utah and must be returned in same condition as provided. Designer is to return materials, properly packaged, labeled with job title, State Agency name and contents. If Designer fails to return property in acceptable condition, State Agency may bill Designer for replacement costs.

IV. OFFEROR SUBMITTAL REQUIREMENTS

1. DESIGN CATEGORY:

Please indicate which of the following categories of design projects are included as part of your proposal. You may choose one, two or all three categories.

_____ Simple/Small _____ Intermediate _____ Complex

Attached are hypothetical design specifications to give you a general idea of the type of design projects the State of Utah considers to fall within each category.

Each category will be evaluated separately. Contracts in each category will be awarded to Designers with the highest total scores in that category.

2. INCLUSION IN PROPOSAL:

- A. **REFERENCES** – Minimum of three (3) written references. They must be from Clients and/or professionals in the design field for whom Designer has produced design projects or who can attest to Designer's skills and dependability within the last three years.

- B. **SAMPLES** – Three (3) design samples, prepared by Designer. Three samples are required for each category you include in your proposal. Samples will remain at State Purchasing for agencies to review. Samples designed for written references above will be given preference. If a Design Agency submits a proposal, only those Designers whose samples are submitted may provide design services under the scope of this RFP. Samples must be labeled as to simple, intermediate or complex and must indicate the designers name and date designed.
- C. **SUBCONTRACTORS** – List of all subcontractors used by Designer including service centers, color separators, scanners, typesetters, illustrators, etc. Subcontractors are to be approved on a per job basis by ordering agency.
- D. **COST ESTIMATES** – Cost estimates for one, two or all three design Specifications included in RFP.
- E. **FEE SCHEDULE** – Designer's fee schedule on a per hour/task basis. Costs are a prime consideration in awarding contracts bur are not the only determining factor. State Agencies consider costs, however, when selecting a Designer from the contract list. Fee schedule should include, at a minimum, the following:
1. Hourly rate for client meetings (no charge for initial meeting to discuss design project, for travel time and for cost estimate).
 2. Hourly rate for design.
 3. Hourly rate for client revisions (no charge for first revision).
 4. Charge per zip disk.
 5. Charge per illustration, chart, graph, etc.
 6. Rates/charges for all other potential services.
- Note: Fee/rates must include charge for pickup, delivery and transportation expenses of material.
- F. **COST ESTIMATES** - The State of Utah has prepared specifications for three (3) hypothetical design projects as part of this RFP. These include a simple, intermediate and complex design. Designers will be required to provide cost estimates for each hypothetical design to assist the State of Utah in evaluating the cost portion of proposals. Cost estimates must be accurate and reflect actual charges/rates quoted as part of this RFP.

V. HYPOTHETICAL DESIGN SPECIFICATIONS

DESIGN SPECIFICATIONS:

The following are hypothetical specifications for three (3) design categories. You may provide a cost estimate for one, two or all three designs. The purpose is to assist the State of Utah in evaluating the cost portion of your proposal. Cost estimates must be accurate and reflect actual charges/rates quoted in fee schedule. Cost estimates must be provided per the following format or proposal may be rejected.

A. Simple Design – State Park Brochure

One-color brochure, 8 ½" x 11" letter folded. No bleeds. Prints two sides. Two 35mm – transparencies provided by agency. One line-drawing of a water skier provided by Designer.

1. Hourly Charges

- a. 2 hours – Customer meetings \$ _____
- b. 8 hours – Design \$ _____
- c. 3 hours – illustration \$ _____
- d. 2 hours – Customer changes. \$ _____
- e. 2 hours – Store to disk, write print specs. \$ _____

2. Other Charges

- a. One floppy disk (include this cost even \$ _____ if you provide camera ready art on boards rather than a disk.
- b. Scan two transparencies, one illustration \$ _____ and three logos.
- c. Proof blueline \$ _____
- d. Press Check. \$ _____

3. Total Charges

\$ _____

B. Intermediate Design – Poster Contest Packet

Two-color packet containing information about a poster contest for elementary school students. Cover is folded in half. Four sheets of paper are inserted inside the cover. No binding. Bleeds four sides.

1. **Cover:** 11" x 17" flat, 8 ½" x 11" folded, prints two sides.
 - a. Outside front cover – five small, whimsical black and white illustrations of 1) pencil, 2) pen, 3) paintbrush, 4) easel, and 5) ink blot. Small amount of text indicating contest title, date, etc.
 - b. Outside back cover – Self mailer with return address, postage paid box, etc. Includes two sponsor logos, nondiscrimination paragraph in 6 pt. Type, recycled logo, etc.
 - c. Inside front and back covers – Seven prize coupons to be designed. Three on front cover, four on back cover. Each company's logo to be included on its coupon.

2. – Eight pages, 8 ½ " x 11". Repeat above illustrations on each page. Large amount of text on each page. Pages are as follows:
 - a. Letter from and small photo of governor.
 - b. Declaration signed by governor.
 - c. Contest entry form.
 - d. Contest entry rules.
 - e. Teacher instructions.
 - f. Outstanding educator nomination form.
 - g. Award certificate.
 - h. Blank page.

3. **Hourly charges**

a. 8 hours – Customer meetings.	\$	
b. 16 hours – Design	\$	
c. 20 hours – Customer changes.	\$	
d. 10 hours – illustrations	\$	
e. 3 hours – Store to disk, write print specs.		
	\$	

4. **Other charges**

a. One Zip disk. (Include this cost even if you provide camera ready art on boards rather than a disk. Cost is for comparison.	\$	
b. Scan above five illustrations, 11 logos and governor's photo.	\$	
c. Proof blueline.	\$	
d. Press check all pages.	\$	

5. **Total charges**

	\$	
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C. Complex Design – Utah Travel Guide

Four-color magazine containing Utah tourism information. 96 pages plus cover. Saddle stitched. Bleeds four sides. Designer to select 196 35mm transparencies from a variety provided by Agency. Nineteen color, regional maps and 36 color, scenic illustrations to be prepared by Designer.

1. **Cover:** 11 x 17" flat, 8 ½" x 11" folded, prints two sides.
 - a. Outside front cover – One large photograph, one scenic illustration and a small amount of text.
 - b. Outside back cover – Agency logo, nondiscrimination paragraph in 6 pt. Type, recycled logo, one small photograph.
 - c. Inside front cover – Letter from and small photo of governor.
 - d. Inside back cover – Two medium-size photographs and small amount of text.
2. : 96 pages, 8 ½" x 11", four-color process. One medium-size and one small photograph (192 total) on each page. One medium-size map on 19 pages. One small illustration on 35 pages. A medium amount of text on each page.
3. **Hourly charges**
 - a. 10 hours – Customer meetings. \$ _____
 - b. 25 hours – Design \$ _____
 - c. 20 hours – Customer changes. \$ _____
 - d. 35 hours – illustrations \$ _____
 - e. 5 hours – Store to disk, write print specs. \$ _____
 - f. 20 hours – Maps \$ _____
4. **Other charges**
 - a. One Zip disk. (Include this cost even if \$ _____ you provide camera ready art on boards rather than disk. Cost is for comparison).
 - b. Scan above illustrations, logos and Governor's photo. \$ _____
 - c. Proof match print. \$ _____
 - d. Press check all pages. \$ _____
5. **Total charges** \$ _____

VI. PROPOSAL EVALUATION

An evaluation committee will be appointed by the Procurement Manager to perform the proposal evaluation. Proposals will be initially reviewed for compliance with the mandatory requirements stated within the RFP. Any proposal failing to meet one or more mandatory requirement(s) will be considered non-responsive and deemed "unacceptable, and will be eliminated from further consideration.

Those proposals deemed "acceptable" or "potentially acceptable" will be evaluated separately in each of the design categories: 1) simple, 2) intermediate and 3) complex. Each category will be scored against the following proposal evaluation criteria using a point-based scoring methodology:

A. References – 20 points available

- 15 points** Up to 5 points for each of three reference letters. Evaluation committee reserves the right to contact references.
- 3 points** 1 point each if a design sample is included with each of the three reference letters.
- 2 points** .5 point each for up to four additional reference letters. Identify these as additional.

B. Samples – 40 points available

- 40 points** Up to 8 points for each of 5 samples submitted per design category. If your proposal includes all three categories, then 5 samples are required for each category. Samples must be labeled with Designer's name, address, year produced and category (simple, intermediate or complex). (Three samples may be the same three submitted with reference letters above.)

C. Quality – 10 points available

- 10 points** Up to 10 points for over all presentation of proposal. Score is based upon completeness of proposal, neatness, accuracy, inclusion of subcontractors list, etc.

D. Cost – 30 points available

- 15 points** Up to 15 points for cost estimate(s) of hypothetical design projects(s). If your proposal includes all three design categories, cost estimate is required for each hypothetical project. Score is based on completeness and total cost.
- 15 points** Up to 15 points for Designer's fee schedule.

At the option of the evaluation committee the Procurement Manager may initiate discussion(s) with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal(s), however, proposals may be evaluated without such discussion(s). Such discussion is not to be initiated by offerors.

VII. CONTRACTOR INFORMATION

1. CONTRACTOR RESPONSIBILITY:

The successful contractors will be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring agencies will issue purchase orders and make payments to only the named contractors.

2. CONTRACTOR'S SCOPE OF EQUIPMENT AND SERVICES:

The contractor may only fill contract orders from the scope of products and services that have been awarded and contracted for.

3. SITE VISITS:

Contractors must be willing to allow agencies to visit their office to view samples of artwork and discuss possible projects.

4. STATE PURCHASING'S WEB SITE:

The State of Utah, Division of Purchasing will publish the resulting contracts and the price list with product specifications on its web site. (Web site is: www.purchasing.utah.gov)

Contractor(s) must provide the **Division of Purchasing – Attention: Adrian Ruger** with an electronic file containing contract pricing for each contracted service, electronic photos/pictures of graphic designs, etc.

This electronic file should be done in Microsoft Word. State Purchasing must receive the electronic file within two weeks after vendor(s) is notified of award. This electronic file once pre-approved by the Division of Purchasing will be published to its web site. The information contained will be distributed to state agencies and political subdivisions through the Division of Purchasing.

ATTACHMENT B
SAMPLE USAGE REPORT

ATTACHMENT B
SAMPLE USAGE REPORT

Supplier	(Supplier Name)	
Contract Number	(Contract Number)	
Report Date Range	From 4/1/09	To 6/30/09

Instructions:

Fill in Tab 1 - Supplier Info and Tab 2 - Customer Totals completely.

All reports must be submitted for the following date ranges. Suppliers have 30 days from the last day of each quarter to submit all reporting.

July 1 through September 30	Due by October 30 annually
October 1 through December 31	Due by January 30 annually
January 1 through March 31	Due by April 30 annually
April 1 through June 30	Due by July 30 annually

On Tab 2 - Customer Totals, enter the total dollars spent per each customer (State of Utah, Weber State University, Jordanelle Special Service District, Davis County School District, etc., for the time period you are reporting. If possible, totals for State Agencies should be broken down into divisions, i.e. Natural Resources, Administrative Services, Department of Transportation, etc.

Quarterly reports are to be submitted to DAS Purchasing, State of Utah, Attn: Mike Rigby at salesreports@utah.gov

COST SHEET RFP - AR9012

DESIGN CATEGORY: By placing and "X" in the blank, please indicate which of the following categories of design projects are included as part of your proposal. You may choose one, two or all three categories.

☐ Simple/Small

☐ Intermediate

☐ Complex

The following are hypothetical specifications for three (3) design categories. You may provide a cost estimate for one, two or all three designs. The purpose is to assist the State of Utah in evaluating the cost portion of your proposal. Cost estimates must be accurate and reflect actual charges/rates quoted in fee schedule. Cost estimates must be provided per the following format or proposal may be rejected.

A. Simple Design – State Park Brochure

One-color brochure, 8 ½" x 11" letter folded. No bleeds. Prints two sides. Two 35mm – transparencies provided by agency. One line-drawing of a water skier provided by Designer.

1. Hourly Charges

- | | | | |
|----|---|----|-------------------------|
| a. | 2 hours – Customer meetings | \$ | <input type="text"/> |
| b. | 8 hours – Design | \$ | <input type="text"/> |
| c. | 3 hours – illustration | | \$ <input type="text"/> |
| | <input type="text"/> | | |
| d. | 2 hours – Customer changes. | \$ | <input type="text"/> |
| e. | 2 hours – Store to disk, write print specs. | | \$ <input type="text"/> |
| | <input type="text"/> | | |

2. Other Charges

- | | | | |
|----|---|----|-------------------------|
| a. | One floppy disk (include this cost even if you provide camera ready art on boards rather than a disk. | \$ | <input type="text"/> |
| b. | Scan two transparencies, one illustration | | \$ <input type="text"/> |
| | <input type="text"/> | | |
| | and three logos. | | |
| c. | Proof blueline | | \$ <input type="text"/> |
| | <input type="text"/> | | |
| d. | Press Check. | | \$ <input type="text"/> |
| | <input type="text"/> | | |

3. Total Charges

\$

B. Intermediate Design – Poster Contest Packet

Two-color packet containing information about a poster contest for elementary school students. Cover is folded in half. Four sheets of paper are inserted inside the cover. No binding. Bleeds four sides.

1. **Cover:** 11" x 17" flat, 8 ½" x 11" folded, prints two sides.
 - a. Outside front cover – five small, whimsical black and white illustrations of 1) pencil, 2) pen, 3) paintbrush, 4) easel, and 5) ink blot. Small amount of text indicating contest title, date, etc.
 - b. Outside back cover – Self mailer with return address, postage paid box, etc. Includes two sponsor logos, nondiscrimination paragraph in 6 pt. Type, recycled logo, etc.
 - c. Inside front and back covers – Seven prize coupons to be designed. Three on front cover, four on back cover. Each company's logo to be included on its coupon.
2. – Eight pages, 8 ½ " x 11". Repeat above illustrations on each page. Large amount of text on each page. Pages are as follows:
 - a. Letter from and small photo of governor.
 - b. Declaration signed by governor.
 - c. Contest entry form.
 - d. Contest entry rules.
 - e. Teacher instructions.
 - f. Outstanding educator nomination form.
 - g. Award certificate.
 - h. Blank page.

3. Hourly charges

- | | | | |
|----|---|----|----------------------|
| a. | 8 hours – Customer meetings. | \$ | <input type="text"/> |
| b. | 16 hours – Design | \$ | <input type="text"/> |
| c. | 20 hours – Customer changes. | \$ | <input type="text"/> |
| d. | 10 hours – illustrations | \$ | <input type="text"/> |
| e. | 3 hours – Store to disk, write print specs. | \$ | <input type="text"/> |

4. Other charges

- | | | | |
|----|---|----|----------------------|
| a. | One Zip disk. (Include this cost even if you provide camera ready art on boards rather than a disk. Cost is for comparison. | \$ | <input type="text"/> |
| b. | Scan above five illustrations, 11 logos and governor's photo. | \$ | <input type="text"/> |
| c. | Proof blueline. | \$ | <input type="text"/> |

- d. Press check all pages. \$
5. **Total charges** \$

C. Complex Design – Utah Travel Guide

Four-color magazine containing Utah tourism information. 96 pages plus cover. Saddle stitched. Bleeds four sides. Designer to select 196 35mm transparencies from a variety provided by Agency. Nineteen color, regional maps and 36 color, scenic illustrations to be prepared by Designer.

1. **Cover:** 11 x 17" flat, 8 ½" x 11" folded, prints two sides.
 - a. Outside front cover – One large photograph, one scenic illustration and a small amount of text.
 - b. Outside back cover – Agency logo, nondiscrimination paragraph in 6 pt. Type, recycled logo, one small photograph.
 - c. Inside front cover – Letter from and small photo of governor.
 - d. Inside back cover – Two medium-size photographs and small amount of text.
2. : 96 pages, 8 ½" x 11", four-color process. One medium-size and one small photograph (192 total) on each page. One medium-size map on 19 pages. One small illustration on 35 pages. A medium amount of text on each page.
3. **Hourly charges**
 - a. 10 hours – Customer meetings. \$
 - b. 25 hours – Design \$
 - c. 20 hours – Customer changes. \$
 - d. 35 hours – illustrations \$
 - e. 5 hours – Store to disk, write print specs. \$
 - f. 20 hours – Maps \$
4. **Other charges**
 - a. One Zip disk. (Include this cost even if \$ you provide camera ready art on boards rather than disk. Cost is for comparison).
 - b. Scan above illustrations, logos and Governor's photo. \$
 - c. Proof match print. \$
 - d. Press check all pages. \$
5. **Total charges** \$

ATTACHMENT B

SAMPLE USAGE REPORT

Supplier	(Supplier Name)	
Contract Number	(Contract Number)	
Report Date Range	From 4/1/09	To 6/30/09

Instructions:	
Fill in Tab 1 - Supplier Info and Tab 2 - Customer Totals completely.	
All reports must be submitted for the following date ranges. Suppliers have 30 days from the last day of each quarter to submit all reporting.	
July 1 through September 30	Due by October 30 annually
October 1 through December 31	Due by January 30 annually
January 1 through March 31	Due by April 30 annually
April 1 through June 30	Due by July 30 annually
On Tab 2 - Customer Totals, enter the total dollars spent per each customer (State of Utah, Weber State University, Jordanelle Special Service District, Davis County School District, etc., for the time period you are reporting. If possible, totals for State Agencies should be broken down into divisions, i.e. Natural Resources, Administrative Services, Department of Transportation, etc.	

Question and Answers for Bid #AR9012 - Art Graphic Design Services

OVERALL BID QUESTIONS

Question 1

Our company has been in business since 1999 and we are a certified small business with the state of California. We are a print provider who offers design services as well as print management solutions to our customers.

However, we are still fairly new to bidding on government work. For example on this RFP, we see that there is an element of reporting to the government. Being that we are unfamiliar with the process and what it involves, can you please bring us up to speed on the subject of reporting back to the State and how that works, how often it is needed etc. That will help us in future bidding across all government agencies. (Submitted: Jun 30, 2009 4:39:03 PM MDT)

Answer

- Assuming you are talking about the quarterly report on business done with various agencies.....For this requirement, contractor's are required to report back to the state on a quarterly basis as to which agencies within the state they have done business with under the contract during the past quarter, and a total dollar amount for each. The report is in Excel format and is submitted via email. A sample of the report format is in the RFP. (Answered: Jul 1, 2009 6:45:17 AM MDT)

Question 2

Adrian,

Our company has been in business since 1999 and we are a certified small business with the state of California. We are a print provider who offers design services as well as print management solutions to our customers.

However, we are still fairly new to bidding on government work. For example on this RFP, we see that there is an element of reporting to the government. Being that we are unfamiliar with the process and what it involves, can you please bring us up to speed on the subject of reporting back to the State and how that works, how often it is needed etc. That will help us in future bidding across all government agencies.

Thanks so much~

Dave Kuhn

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1 Cor.3:16 (Submitted: Jun 30, 2009 4:39:23 PM MDT)

Answer

- Same as question # 1.....same answer. (Answered: Jul 1, 2009 6:45:17 AM MDT)

Question Deadline: Jul 14, 2009 7:00:00 AM MDT