

Solicitation RFQ 61510

Graphic Design Services



City of San Jose

Bid RFQ 61510 Graphic Design Services

Bid Number RFQ 61510
Bid Title Graphic Design Services

Bid Start Date Jul 30, 2010 12:01:03 PM PDT
Bid End Date Aug 20, 2010 3:00:00 PM PDT
Question & Answer End Date Aug 11, 2010 5:00:00 PM PDT

Bid Contact Gordon V. Johnson
Procurement Manager
Finance/Purchasing
gordon.johnson@sanjoseca.gov

Contract Duration 1 year
Contract Renewal 4 annual renewals
Prices Good for 60 days

Bid Comments BRIEF DESCRIPTION: The City of San Jose is seeking qualified contractors to provide assistance in the graphic design of informational fliers, fact sheets, news letters, reports, plans, brochures, advertisements, and other similar collateral materials of varying complexity on an as needed basis.

MINIMUM QUALIFICATIONS:

- 1) Contractor must have a minimum of 5 years of experience in creating the documents described in the scope of work.
- 2) Contractor must provide 3 references utilizing the form provided for that purpose, one of which should be for a public agency.

BASIC REQUIREMENTS:

- 1) See attached statement of work and/or related documents for details.
- 2) Please refer to the RFQ Instructions document and any other attached documents.

ADDITIONAL REQUIREMENTS: The following additional requirements apply to the successful contractor (see attached documents) and must be provided within five calendar days of notification of award:

- 1) Certificate of Insurance.

QUOTE SUBMISSION:

- 1) All quote responses must be done online through BidSync, including electronic attachments if applicable, and/or through the "Vendor Notes for Offer" function. The City will no longer accept hardcopy quotes.
- 2) All line items must be priced or clearly show "No Charge" or "included", not left blank or zero.

BASIS OF AWARD:

Non-Price Determinative: The award for this requirement will be a "best value" procurement based on the City's evaluation as per the following criteria and weights:

Quality of Sample Submissions 30 %
Experience/Customer References 30 %
Cost: 30 %

Local Business Preference: 5 %
 Small Business Preference: 5 %

The top 2 or 3 scoring submissions may be invited to participate in an oral interview/presentation as a part of the final selection process.

PERIOD OF PERFORMANCE:

The initial term will be for 1 year (Approximately September 1, 2010 to August 31, 2011) with options for 4 additional 1-year terms to be exercised at the sole discretion of the City.

PRICING:

Pricing shall be fixed for the initial term of the contract.

PRICE ADJUSTMENTS: In the event the City elects to exercise its option for annual renewals, price adjustments will be considered by the City if the vendor demonstrates to the satisfaction of the City that price increase is justified. Any increase shall not exceed 3 % annually.

Item Response Form

Item	RFQ 61510--01 - Graphics Design Service - Edit/Update Existing Document
Quantity	1 hour
Unit Price	
Delivery Location	City of San Jose <u>CSJ Manager's Office</u> 200 E Santa Clara St. 17th Fl San Jose CA 95113 Qty 1
Description	
Price Per Hour. Total hours required per year are unknown.	

Item	RFQ 61510--02 - Graphic Design Services - Create/Develop New Document
Quantity	1 hour
Unit Price	
Delivery Location	City of San Jose <u>CSJ Manager's Office</u> 200 E Santa Clara St. 17th Fl San Jose CA 95113 Qty 1
Description	
Price Per Hour. Total hours required per year are unknown.	

INSURANCE REQUIREMENTS FOR VENDORS
(Errors and Omissions)

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with, the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including products and completed operations; and
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto," or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and
4. Professional Liability Errors and Omissions policy.

B. Minimum Limits of Insurance

Vendor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions in an amount not less than \$1,000,000 per occurrence. If this policy should contain a deductible clause, it shall not be greater than \$25,000 per occurrence. This policy shall provide a blanket contractual liability endorsement.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, employees, agents and contractors; or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses in an amount specified by the CITY.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The CITY, its officials, employees, agents and contractors are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, agents and contractors.
- b. The vendor's insurance coverage shall be primary insurance as respects the CITY, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the CITY, its officials, employees, agents or contractors shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, employees, agents, or contractors.
- d. Coverage shall state that the vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to the CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the CITY's Risk Manager.

F. Verification of Coverage

Vendor shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose – Human Resources
Risk Management
200 East Santa Clara St. 2nd Floor Wing
San Jose, CA 95113-1905

Phone: 408-535-7063
Fax: 408-286-6492

G. Subcontractors

Vendor shall include all subcontractors as insureds under its policies or shall obtain

City of San José
Request for Contracting Preference for Local and Small Businesses

Suppliers Note: You do not need to complete this form if you are submitting an electronic response to a City solicitation (Request for Quotation, Request for Bid, Request for Proposal) on the BidSync system, completed the City of San José Supplemental Qualifications, and checked the appropriate LBE/SBE check-boxes on the Supplemental Qualifications. Contact BidSync directly at 1-800-990-9339, if you have any questions in completing this information.

You do need to print and complete this form, if you are submitting a paper response to a City solicitation and want to be considered for the preference.

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials, equipment, services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San José Business Tax Certificate License and have an office in Santa Clara County with at least one employee.

If you qualify as an LBE you may also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer. With respect to quotes, bids, or proposals submitted by partnerships or joint ventures, the number of employees for purposes of qualifying as a SBE shall be determined by the total number of employees of each of the members of the partnership or joint venture combined.

There are two ways in which the preference can be applied:

- 1) In solicitations where price is the determinative factor (*i.e. there are no other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the response submitted. For example, a non-local vendor submits a response to a City solicitation of \$200 per item and a LBE submits a response of \$204 per item. The LBE receives a 2.5% credit on the response, which equals approximately \$5 and thus the LBE will win the award because the response is evaluated as if it had been submitted as \$199.
- 2) In solicitations where there are a variety of factors evaluated to determine which response best meets the City's needs, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San José Business Tax License Number

Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:

***SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*):

cbx Local Business Enterprise

cbx Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed

at:

Date:

Signature

Print name

REQUEST FOR QUOTATION (RFQ) – INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE QUOTATION:

Unless otherwise noted, your response to this Request must be submitted electronically on-line. Please follow the instructions below.

Electronic Submission. The City of San José "CITY" requires that quotes be submitted electronically on the BidSync System. Suppliers must register with BidSync and complete the required supplier registration and the supplemental supplier qualifications that are specific to the CITY. The direct link to BidSync is www.bidsync.com or you may register via the City's internet Bidline at www.sanjoseca.gov. All bids are secure and may not be accessed until the date and time indicated in this RFQ. Suppliers may modify or withdraw any quote prior to the bid close. It is the sole responsibility of the supplier to ensure their quote is submitted before the closing date and time and the City is not responsible for any late or incomplete submissions due to any technical issues that may be encountered on the website. **There is no cost to the supplier to register, receive or submit electronic quotes using BidSync.**

2. QUOTATION PREPARATION:

- (a) The time stated as the deadline for response submittal is critical and must be adhered to as specified.
- (b) Unless specifically stated as "no substitutions allowed", whenever 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 CITY. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. The CITY reserves the right to test and evaluate the product. At supplier's expense, Supplier bears sole responsibility for providing any information, test data or document required by the CITY to fully evaluate the acceptability of the "or equal." At Supplier's expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities. If the supplier lists a trade name and/or catalog number in the quote, CITY will assume the item meets the specifications unless the quote clearly states otherwise, and describes specifically how it differs from the item specified. All products are to be of new, unused condition, unless otherwise requested in this solicitation.
- (c) By submitting the quotation the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, that prices quoted are correct, and the supplier agrees to comply with the terms, conditions and specifications in this document.
- (d) The City may designate incomplete quotes as non-responsive.

- 3. **LABOR COMPLIANCE:** If Living and/or Prevailing Wage is required for this procurement, supplier shall be required to sign and submit a hardcopy of the Labor Compliance Addendum within ten days after notification of award. The addendum and all wage requirements will be included with each RFQ as applicable.

- 4. **INSURANCE REQUIREMENTS:** CITY's insurance requirements are included with this document. The supplier recommended for award must provide proof of insurance within ten calendar days after notice of award.

- 5. BOND REQUIREMENTS:** If Payment Bond is required for this procurement, the supplier recommended for award must submit a Payment Bond executed by a surety naming the City of San Jose as beneficiary for 100% of the contract price within ten calendar days after notice of award.

6. LOCAL AND SMALL BUSINESS PREFERENCE

It is the policy of the City of San José to encourage local and small business activity by providing preferences in the award of contracts in accordance with San Jose Municipal Code Section 4.12.320.

- (a) To respond electronically to this solicitation, Suppliers must register with BidSync and complete the "Qualifications for this Agency" under the "Steps for Placing a Bid" section of the on-line solicitation. In order to claim the preference in an on line submission, Suppliers must complete the required on-line information and check the appropriate check-boxes for Local and/or Small Business Preference.
- (b) If the basis of award is price determinative (awarded to the low supplier) then the amount of the preference shall be 2.5% of cost for Local and an additional 2.5% of cost for Small.
- (d) If the basis of award is points determinative ("best value") then the amount of the preference shall be 5% of total points for Local and an additional 5% of total points for Small.

7. RFQ QUESTIONS AND ANSWERS:

- (a) All questions regarding the products or services contained in an RFQ are to be addressed to the responsible Procurement Officer utilizing the Question and Answer facilities contained on the BidSync Website for each RFQ.
- (b) Answers to questions submitted through BidSync will be answered on BidSync, and shall be considered addenda to the RFQ.
- (c) Oral interpretations or clarifications will be without legal effect.
- (d) Quoters shall not contact or ask questions of any other City employee or person involved with the development of the specifications or requirements of the RFQ. Failure to observe this requirement shall render a quotation submitted as non-responsive.

- 8. RFQ AMENDMENTS:** All addenda and notices related to this procurement will be posted by CITY on BidSync. In the event this RFQ is obtained through any means other than BidSync, CITY will not be responsible for the completeness, accuracy, or timeliness of the final RFQ, as received by Supplier.

9. AWARD OF CONTRACT

- (a) The results of the RFQ process may be publicly reviewed after award on BidSync.
- (b) Suppliers will receive a notification of award via BidSync. At such time, suppliers may protest the award recommendation by following the protest procedure described in Section 10 of this document.
- (c) The recommended winning supplier shall have ten calendar days from the notification of award

- to provide verification of insurance, complete and submit the Labor Compliance Addendum, and Payment Bond, if required, for the RFQ. If required documentation is not received within ten calendar days after notification of award, CITY may declare the recommended winning supplier's quote non-responsive and award the purchase order to the second low or second most advantageous supplier.
- (d) After receipt of all required documentation, CITY will issue a Purchase Order or Agreement for the required products and/or services. Supplier shall not provide any service, ship product, or invoice CITY until such time that a properly executed Purchase Order or Contract has been issued by CITY. Failure to do so may result in returning product at the supplier's expense or non-payment of services provided.
 - (e) For price determinative solicitations, CITY may accept any item or group of items, or the overall low quote.
 - (f) CITY reserves the right to cancel part or the entire RFQ at any time prior to issuance of a purchase order or execution of an agreement.
 - (g) CITY reserves the right to reject any or all quotes or waive any informality or technicality in any quote received.
 - (h) Before or after the award of a contract CITY has the right to inspect the supplier's premises and all business records to determine the supplier's ability to meet contract requirements.
 - (i) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount.
 - (j) Multiple purchase orders or agreement may be awarded if CITY determines it would be in its best interest.
 - (k) For quotations with renewals, all renewals shall be considered as options to renew and will be exercised at the sole discretion of the City.

10. OBJECTIONS AND PROTESTS

- (a) Suppliers objecting to the specifications contained in the RFQ must contact the procurement officer listed in the RFQ in writing (e-mail or fax are acceptable) as soon as possible. Objections must be as specific as possible and identify the item number as well as a description and rationale for the objection.
- (b) If an unsuccessful supplier wants to dispute the award recommendation, the Protest must be submitted in writing to the Purchasing Officer no later than ten calendar days after announcement of the successful supplier. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of quote requirements and specifications, which must be addressed in accordance with Section 10.(a) above. The Purchasing Officer's decision regarding the protest is final.
- (c) The address for submitting protests is:

CITY of San Jose
200 East Santa Clara Street, 13th Floor
San Jose, CA 95113
Attn: Purchasing Officer

11. **PROTECTED INFORMATION:** All material becomes the property of CITY. Quotes submitted may be reviewed and evaluated by any persons at the discretion of CITY.
12. **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. CITY also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this RFQ.
13. **ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** Suppliers are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products. CITY also encourages contractors to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization, and toxicity in the manufacture and use of products.
14. **CITY BUSINESS TAX:** If the Supplier is not currently doing business in San José, the supplier shall have to pay a CITY Business License Tax prior to any commencement of work. For more information, you may contact the Business Tax Office at (408) 535-7055 to determine costs, or Web Site: <http://www.csjfinance.org/>

CITY OF SAN JOSE

Service Order Terms and Conditions

1. **DEFINITIONS:** CITY shall mean the City of San Jose or any department thereof. SERVICE ORDER means that certain contract for services which includes these Terms and Conditions as well as the information contained on the completed form appearing on the reverse of these Terms and Conditions. References in quotes refer to the designation on the reverse. CONTRACTOR shall mean the business as designated under "VENDOR".
2. **SCOPE OF SERVICES:** CONTRACTOR shall perform these services specified in detail in "DESCRIPTION OF SERVICES". CONTRACTOR will supply all tools and instrumentalities required to perform this SERVICE ORDER.
3. **DATA AND FACILITIES:** CONTRACTOR acknowledges that it has in its possession all applicable specifications and drawings and all other documents to which reference is made herein and/or which are matches hereto, and that such data are adequate to enable CONTRACTOR fairly to determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth. CONTRACTOR represents that it now has or can readily procure without assistance of CITY all personnel, facilities, machinery and equipment necessary for the performance of this SERVICE ORDER.
4. **CONTRACT:** This SERVICE ORDER constitutes CITY's offer to CONTRACTOR and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by CONTRACTOR either by acknowledgement or commencement of performance. Any terms or conditions by CONTRACTOR in accepting CITY's offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extent expressly accepted by CITY in writing.
5. **SCHEDULE OF PERFORMANCE:** CONTRACTOR's services shall be completed according to the schedule set forth in "DESCRIPTION OF SERVICES". Time is of the essence in this SERVICE ORDER.
6. **TERM:** The term of this SERVICE ORDER shall be as set forth in "DESCRIPTION OF SERVICES".
7. **COMPENSATION:** The compensation to be paid and the method of payment for CONTRACTOR for services provided shall be as set forth in the "DESCRIPTION OF SERVICES". Unless otherwise provided for under "DESCRIPTION OF SERVICES," CONTRACTOR shall be responsible for all costs and expenses incident to the performance of this SERVICE ORDER, including all costs of equipment provided by CONTRACTOR, all fees, fines licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR'S costs of doing business.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that CONTRACTOR shall act as and be an independent contractor and not an employee, agent, joint venturer, or partner of CITY. As an independent contractor, CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this SERVICE ORDER.
9. **INSURANCE REQUIREMENTS:** CONTRACTOR agrees to have and maintain the policies set forth in "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These Requirements are subject to Amendment or waiver if so approved in writing by the Risk Manager. CONTRACTOR agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this SERVICE ORDER.
10. **CONTRACTOR'S DEFAULT:** CITY's Director of Finance or the director's authorized designee may, by written notice to CONTRACTOR, cancel this SERVICE ORDER, in whole or from time to time in part: (i) if the CONTRACTOR fails to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the Services performed do not conform to contractual requirements or if CONTRACTOR fails to perform any of the other provisions of this SERVICE ORDER, or fails to make progress so as to endanger performance of this SERVICE ORDER, in accordance with its terms; or (iii) if the CONTRACTOR becomes insolvent or commits an act of bankruptcy. If this SERVICE ORDER is canceled, CITY, in addition to all other rights afforded by law for CONTRACTOR's breach of contract, shall have the right to charge CONTRACTOR the amount by which the costs of obtaining the services canceled from another source exceed the prices specified herein, and CITY may set off any such charge against any amounts which may become payable to CONTRACTOR under this SERVICE ORDER or otherwise. Notwithstanding CITY's right to cancel this SERVICE ORDER for delay, CONTRACTOR shall not be liable to CITY for any damages therefore if: (i) CONTRACTOR's delay is due to causes beyond its control, and without its fault or negligence, provided CONTRACTOR promptly notifies CITY of the conditions causing the delay or, (ii) CONTRACTOR's delay is caused by the default of a subcontractor or supplier, but only if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor or supplier and without the fault or negligence of either of them, and the articles or services to be furnished by them were not obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required schedule.
11. **NON-FUNDING:** Each payment obligation of CITY is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by CONTRACTOR, the product or service directly or indirectly involved in the performance of that function may be terminated by CITY at the end of the period for which funds are available. CITY shall notify CONTRACTOR at the earliest possible time of any products or services which will or may be affected by a shortage of funds. No penalty shall accrue for CITY in the event this provision is exercised, and CITY shall not be liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed so as to permit CITY to terminate this SERVICE ORDER or any products or services in order to acquire similar equipment or service from another party. CONTRACTOR agrees to render any assistance which CITY may seek in effecting a transfer of any right of CITY in this SERVICE ORDER, or any part hereof, that is required of CITY pursuant to the securing of financing hereunder.
12. **COMPLIANCE WITH LAW:** CONTRACTOR shall in the performance of this SERVICE ORDER comply with all applicable Federal, State and local laws and regulations.
13. **GOVERNING LAW:** CITY and CONTRACTOR agree that the law governing this Agreement shall be that of the State of California.
14. **VENUE:** In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.
15. **ASSIGNMENT OF CONTRACT:** CONTRACTOR shall not assign any of the work to be performed under this SERVICE ORDER nor shall CONTRACTOR subcontract for work without CITY's prior written consent.
16. **WAIVER:** Failure by CITY to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this SERVICE ORDER, or to exercise any right hereunder, shall not be construed as a waiver of relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but obligation of CONTRACTOR with respect to such future performance shall continue in full force and effect.
17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for CONTRACTOR in performance of this SERVICE ORDER are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.
18. **OWNERSHIP OF MATERIALS:** All reports, documents or other materials developed or discovered by CONTRACTOR or any other person engaged directly or indirectly by CONTRACTOR to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.
19. **CHANGES:** Buyer shall have the right by written notice to change the extent of the work covered by this service order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director of Finance or director's authorized designee. Upon receipt of any such notice, CONTRACTOR shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost of performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the service order modified in writing accordingly. CONTRACTOR shall promptly deliver to Buyer, and in any event within thirty (30) days after receipt of such notice a statement showing the effect of any such changes in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of CONTRACTOR to submit the statements within the above time limits shall constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.
20. **TERMINATION:** The performance of work under this service order may be terminated in whole or from time to time in part by Buyer. CITY's Director of Finance is empowered to terminate this SERVICE ORDER on behalf of CITY.
21. **CONTRACTOR'S BOOKS AND RECORDS:** CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this SERVICE ORDER. CONTRACTOR shall maintain all documents and records which demonstrate performance under this SERVICE ORDER for a minimum period of three (3) years, or for any period longer required by law, from the date of termination or completion of this SERVICE ORDER. Any records

or documents required to be maintained pursuant to this SERVICE ORDER shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONTRACTOR's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.

22. NON-DISCRIMINATION:

a. Prohibition on Discrimination and Preferential Treatment.

CONTRACTOR shall fully comply with Chapter 4.08 of the San Jose Municipal Code and agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of CITY contracts.

b. Compliance Reports.

If directed by the Director of Office of Equality Assurance of the CITY, CONTRACTOR shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and field at such times as may be designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether CONTRACTOR or its subcontractor is complying with the nondiscrimination and non-preference provisions of this Agreement and Chapter 4.08 of the Municipal Code.

c. Failure to Comply with Nondiscrimination Provisions.

If the Director of Office of Equality Assurance determines that the CONTRACTOR has not complied with the nondiscrimination or non-preference provisions of this Agreement, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject CONTRACTOR and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

d. Subcontracts.

CONTRACTOR shall include provisions a through c above, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.

e. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Agreement may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the CONTRACTOR has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONTRACTOR or other governmental agency are substantially the same as those imposed by the CITY.

23. GIFTS: CONTRACTOR represents that it is familiar with the City's prohibition against the acceptance for any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this SERVICE ORDER by CONTRACTOR. In addition to any other remedies CITY may have in law or equity, CITY may terminate this SERVICE ORDER for such breach.

24. CONFLICT OF INTEREST: CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this SERVICE ORDER.

25. DISQUALIFICATION OF FORMER EMPLOYEES: CONTRACTOR is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). CONTRACTOR shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.

26. WARRANTY AGAINST INFRINGEMENT: If any article or service provided to CITY hereunder is covered, or is purported to be covered, by any patent or copyright, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all suits, claims, judgments and costs instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by CITY in violation or claimed violation of any rights under patent or copyright.

27. INDEMNITY: CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its officers, agents, and employees, from any and all claims and liability, including expenses, for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of CONTRACTOR, its agents, suppliers or employees, in the performance of this service order.

Version 9.09

GRAPHICS DESIGN SERVICES SCOPE OF WORK

1 INTRODUCTION

1.1 From time-to-time, the City of San Jose requires assistance in the graphic design of informational fliers, fact sheets, news letters, reports, plans, brochures, advertisements, and other similar collateral materials. Many times these services are required on a short turn around basis. Consequently, the City is seeking an experienced and qualified graphics design Contractor to provide such services on an as-needed basis for graphics design projects of varying size and complexity.

1.2 It is currently unknown what the total number of hours or budgeted funds will be required by City departments to contract for writing, editing and production coordination services. However, the City anticipates a total initial expenditure of up to \$50,000 for these services on a City-wide basis in the first year of any agreement.

1.3 The City expects to issue a Service Order (Purchase Order) for these services in mid-August, 2010. The term for the first period of performance will be through June 30, 2011. During this period, pricing may not change. At its sole discretion, the City will exercise 4 one-year options to extend the period of performance to a possible total of 5 years.

2 SCOPE OF WORK

CONTRACTOR shall provide ongoing graphic design services to support City communications and outreach efforts. Upon receipt of a written TASK ORDER from City, CONTRACTOR shall perform services that may include the following:

2.1 Develop new or revise existing written documentation for fact sheets, flyers, bill inserts, posters, newsletters, brochures, pamphlets, reports or other collateral material. CONTRACTOR shall in each case discuss the best approach with City staff; devise preliminary and final drafts of layout and design, incorporating ideas, text and any extant artwork provided by CITY for approval to the satisfaction of the City staff project manager; prepare and submit to CITY and/or directly, to designated printer upon City's consent, final camera-ready artwork and electronic disk of final artwork with all-print specifications to the satisfaction of City staff.

2.2 Develop new or revise existing print advertisements in accordance with publication requirements for newspapers, magazines or other publications as specified by City. CONTRACTOR shall in each case discuss the best approach with City's staff; devise preliminary and final drafts of layout and design, incorporating ideas, text and any extant artwork provided by CITY for approval to the satisfaction of City staff; prepare and submit to CITY and/or directly to designated publication upon CITY's consent, final camera-ready artwork and electronic disk of final artwork with all print specifications to the satisfaction of CITY staff.

2.3 Develop new or revise existing graphic designs for promotional items, signs, billboards, banners, display materials, maps or presentations. CONTRACTOR shall in each case discuss the best cost-effective approach with CITY's staff; devise preliminary and final drafts of layout and design, incorporating ideas, text and any extant artwork provided by CITY for approval to the satisfaction of City staff; prepare and submit to CITY and/or directly to production firm upon CITY's consent, final camera-ready artwork and electronic disk of final artwork with all print or display specifications to the satisfaction of CITY staff.

2.4 Maintain an electronic archive of all graphic design projects developed by CONTRACTOR for CITY throughout the duration of AGREEMENT and fulfill CITY's requests for electronic copies, of archived projects, as needed. Upon termination of AGREEMENT, the entire electronic archive shall be delivered to CITY in an appropriate format; e.g., CD, disk.

2.5 At CITY's direction, provide text output or electronic disk format of written documentation in eighteen (t8) point type to meet the requirements of the Americans with Disabilities Act (ADA).

2.6 Provide all final PDFs to be posted on the Web in an ADA accessibility compliant format.

3 DESIRED QUALIFICATIONS

A Contractor selected to perform the above scope of work will have demonstrated that is has the following qualifications:

3.1 At least 5 years demonstrated experience in graphic design of the types of products described in the above scope of work, some of which should be for government agencies per the minimum qualifications.

3.2 Demonstrated ability to interpret project requirements and produce work reflective of those requirements.

3.3 Demonstrated ability to work with writers, editors, and printers in the development of published materials.

3.4 Demonstrated ability to meet tight deadlines with consistently high quality work.

4 TENTATIVE PROJECT SCHEDULE

Work will consistent of a variety of projects with varying schedules.

5 SUBMITTAL REQUIREMENTS

In order to expedite the evaluation process, each Contractor Submission shall be organized in accordance with this section. Documentation that does not follow the specified format outlined below, or fails to provide the required documentation, may receive lower scores, or if found to be non-responsive, be disqualified. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion. Proposals shall include the following information in the format indicated:

5.1 COVER LETTER

Include a cover letter identifying the Contractor's firm and the proposal package being submitted. Include other important general information that is deemed significant enough to be highlighted (i.e. similar work done for other organizations, significant contracts with other agencies, previous work done for the City, longevity of staff, etc.). The letter shall provide the name, title, address, telephone number, and e-mail address of the individual authorized to contractually bind the firm and be signed by the authorized individual.

5.2 TECHNICAL RESPONSE

As an attachment to the Cover Letter, provide a comprehensive Company History that includes brief description of services and support programs/projects with which the company has been involved for other public agencies or organizations, including periods of time services were used.

5.2.1 Provide a comprehensive list and description of the services offered by the Contractor and years of experience in each.

5.2.2 Provide a general Organizational Structure of the company. If the company is a sole proprietorship without employees, so state this fact.

5.2.3 Provide a list Key Personnel, their assignments and responsibilities.

5.2.4 One Page Resume for each Key Personnel or Sole Proprietor identified above, indicating the years of experience providing writing, editing and production support. Please do not include personal address, telephone number or e-mail address.

5.3 REFERENCES

5.3.1 Previous Customer Reference Worksheet (3 are required). Three references are required. Include a list of at least three clients that would substantiate the Contractor's experience and expertise providing similar services as required by the City of San Jose. Contacts should be individuals who can verify performance on projects of a similar scope and budget as this project.

5.3.2 Contractors are to copy the Previous Customer Reference Worksheet to meet the requirement for 3 references.

5.3.3 Reference documents must be submitted on line at BidSync.com through the "Vendor Notes for Offer" function.

5.4 WORK SAMPLE SUBMISSIONS

5.4.1 Provide electronic copies of fliers, newsletters or similar publications as described earlier for which the Contractor has had a significant input in the graphic design, and one hard copy of at least three samples..

5.4.2 Alternatively, provide a Web link address for the samples required above.

5.4.3 Additional samples of work which the CONTRACTOR believes to be relevant to this process may also be submitted.

5.5 COST PROPOSAL

Submit cost/price information on line at BidSync.com. Bids should be for an hourly rate for services as needed.

5.6 REQUIRED ATTACHMENTS

5.6.1 In addition to the information and documentation required in Sections 3.1 through 3.5, the following documents **must** be completed and submitted on line at BidSync.com through the "Vendor Notes for Offer" function.

5.6.2 Quotation Certification. This form must be completed and submitted on line at BidSync.com through the "Vendor Notes for Offer" function.

5.6.3 Local and Small Business Preference. This form must be provided the proposer is requesting consideration. If this form is not included, consideration for local and small business preference shall not be granted. This form may not be submitted at a later date. The form must be completed and submitted on line at BidSync.com through the "Vendor Notes for Offer" function.

5.7 POST AWARD SUBMITTAL REQUIREMENTS

5.7.1 Awardee is required to submit the following documents within 10 (ten) days from the final day of the protest period date after the Recommendation of Award. Failure to provide the documents within this time frame may result in withdrawal of the Award, and award to the next highest ranked proposer.

5.7.2 Certificate of Insurance showing the City of San Jose as an additionally insured in accordance with Insurance Requirements posted on BidSync.com for this solicitation.

6 REVIEW PROCESS AND EVALUATION CRITERIA

6.1 RESPONSIVENESS.

6.1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with the quote submittal as stated in the quotation documents.

6.1.2 Submittals that fail to contain the required documents with their technical, cost and attachments will be disqualified from further consideration.

6.2 PROPOSAL REVIEW AND EVALUATION.

6.2.1 Submissions will be evaluated against the general criteria and weighted scores will be applied as described in Section 4.6.

6.2.2 The City may seek written clarification from any or all Contractors in order to better understand and evaluate the submission. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

6.3 COST PROPOSAL REVIEW AND EVALUATION.

Pricing will be evaluated and weighted in accordance with the table in Section 6.6. Pricing shall be firm fixed for the initial term. During this period the price may not change.

6.4 PRESENTATIONS / ORAL INTERVIEWS.

Finalists (proposals determined to have scored in the competitive range) may be invited to present oral presentations for the purpose of introducing key members of the project team, and allowing the City to fully understand the Proposer's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the City may modify proposal scores and resulting rankings based on the oral presentation.

6.5 BEST AND FINAL OFFER (BAFO).

6.5.1 A Best and Final Offer (BAFO) may be held with finalists that have scored in the competitive range if additional information or clarification is necessary in order to make a final decision. The BAFO may allow proposers to revise their original technical and/or cost proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.

6.5.2 Proposers are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there would be an additional opportunity to amend their technical or price proposals after the original submission of technical and price proposals. Proposers may not request an opportunity to submit a BAFO.

6.6 PROPOSAL EVALUATION WEIGHTING CRITERIA

Criteria	Weight
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Quality of Samples Submitted	30%
Experience and Capabilities, Customer References	30%
Cost	30%
Local Business Preference	5%
Small Business Preference	5%

7 BASIS OF AWARD

7.1 Award will be based on the overall highest ranked Contractor's score in accordance with Section 6.6.

7.2 Should the selected Contractor fail to provide post award documents as required, the City, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked Contractor for award.

7.3 The City reserves the right to accept an offer in-full, or in-part, or to reject all offers.

Question and Answers for Bid #RFQ 61510 - Graphic Design Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Aug 11, 2010 5:00:00 PM PDT