

CITY OF ELK GROVE



Request for Proposals

For

On Call Marketing & Graphic Design Services

**Office of the City Clerk
City of Elk Grove
8380 Laguna Palms Way, Suite 200
Elk Grove, CA 95758**

Proposals Due by 4:00 PM, July 31, 2009

Introduction:

Through this Request for Proposal (RFP) the City of Elk Grove (City) intends to solicit proposals and contract for the services of one or more consultants to provide professional services in the area of professional graphic design for marketing purposes in the form of design, layout and mechanicals of publications and printed materials for a variety of publications such as: banners, newsletters, flyers, signage, and public displays to name a few. The selected consultant(s) shall be responsible for the included specifications, terms, and conditions shown in this RFP. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One signed original, four (4) bound hard copies, and one CD copy of the proposals should be submitted to the Office of the City Clerk by 4:00 PM, July 31, 2009. Proposal shall be submitted in a sealed envelope clearly marked On Call Marketing & Graphic Design Services and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8380 Laguna Palms Way, Suite 200
Elk Grove, CA 95758**

Questions regarding this RFP are to be directed by e-mail to: Christine Brainerd, Public Information Officer, at cbrainerd@elkgrovecity.org. Such contact shall be for clarification purposes only. The City must receive all questions no later than July 17, 2009. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum and posted to the web site. Addendums and answers to submitted questions will be available via the City of Elk Grove Web site by clicking "View" under View Details/Documents for the Bid announcement.

Proposals will not be accepted by fax or electronically.

Late Proposals:

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each consultant assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the consultant and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, consultants are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City of Elk Grove reserves the right to accept any proposal, to reject any and all proposals if said rejection is deemed in the best interest of the City, to call for new proposals, and to award the contract to other than the lowest proposal if deemed "proposal most advantageous to the City".

Proposal Evaluation and Award:

Evaluation will be made on the basis of the criteria noted in Attachment A, Evaluation and Selection Criteria. Award shall be made to the responsible consultant(s) whose proposal is determined in writing to be the most advantageous to the City, taking into consideration adherence to the included specifications and price. The City will enter into a contract with the successful consultant(s) for the specified products, services, and deliverables. All consultants that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding consultant.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a consultant submitting any such non-compliant proposal, all in the City's sole discretion.

Validity of Pricing:

Consultants are required to provide a billable hourly rate schedule. The rate schedule shall reflect all anticipated categories of professional services that will be utilized for this project. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

Qualification/Inspection/Interviews:

Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the Consultant's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Consultant's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding consultants and/or to award a contract without conducting interviews.

Acceptance and Conditions

The products and services supplied in response to the RFP award shall remain the property of the Consultant(s) until a physical inspection is made and the products and services are accepted to the satisfaction of the City. The products and services must comply fully with the terms of the RFP and be of the required quality specified by the City. Any substitutes of products or services not meeting specifications will be rejected, and returned if applicable, at the Consultants expense. The City will make payment only after receipt and acceptance of products or services.

Payment Terms:

Payment on non-disputed invoices will be paid net 45 from date of receipt of invoice. In submitting proposals under these specifications, consultants' should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

Performance:

It is the intention of the City to acquire products or services as specified herein from a Consultant(s) that will give prompt and convenient shipment and service. Any such contract will be non-exclusive, and the City reserves the right to seek products or services from other sources, in the City's sole discretion.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon contract execution. The contract may be extended by mutual agreement of the two parties.

Change Orders:

If, in the course of performance of the Contract, Consultant or the City proposes changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Contract may be warranted, Consultant or the City may request a change in the Contract. The parties to the Contract will meet to discuss and negotiate the required change order documents. Upon completion of those negotiations, the negotiated change order documents will be submitted to the City for approval. Upon approval by the City, an "Order to Proceed" with the approved changes will be submitted to Consultant. Any Amendment to this Contract will not render ineffective or invalidate any unaffected portions of this Contract.

Insurance:**Consultant Shall Maintain Insurance:**

Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Consultant to Provide Evidence of Insurance:

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Contract. The certificates shall be signed by a person authorized

by the insurer, or insurers, to bind coverage on their behalf. Certificates of insurance and endorsements shall be on standard Acord, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Consultant may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Section. At anytime at the written request of the City, the Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

City May Obtain Insurance at Consultant Expense:

In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section 20, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

No Suspension of Insurance:

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, except in the event of non-payment of premium, in which case no less than ten (10) days prior written notice by certified mail, return receipt requested, must be given to the City.

Deductibles:

Any deductibles exceeding five thousand dollars (\$5,000) must be declared to, and approved by, the City.

Coverages Shall Not Limit Obligations:

The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

Required Limits:

Consultant and its Consultants and sub-Consultants shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its Consultants and sub-Consultants of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its Consultants or sub-Consultants to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

(1) **Workers' Compensation and Employer's Liability Insurance.**

Consultant shall maintain Workers' Compensation insurance as required by Labor Code Section 3700 of the State of California and Employer's Liability Act's, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to

the Consultant. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.

(2) Commercial General and Automobile Liability Insurance.

The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence, and two million dollars (\$2,000,000) per policy aggregate. As an alternative to the per policy aggregate the Consultant may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/03)" covering commercial general liability or its equivalent, and Insurance Services Office "form CA 00 01 (ed. 06/92) covering automobile liability, Code 1 "Any Auto".

Consultant shall include all sub-Consultants as insureds under its policies or shall furnish separate Certificates for each sub-Consultant. All coverage for sub-Consultants shall be subject to all of the insurance requirements stated herein. Commercial general liability coverage shall include independent Consultant's coverage, and the Consultant shall be responsible for assuring that all sub-Consultants are properly insured.

The commercial general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

- a. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- d. Provision or endorsement stating that the Consultant'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.

Verification of Coverage:

Consultant shall furnish City with original certificate of insurance and endorsements effecting coverage required by this clause. The certificates of insurance and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements are to be received and approved by City before work commences.

Sub-Consultants:

Consultant shall include all sub-Consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-Consultant. All coverage for sub-Consultants shall be subject to all of the requirements stated herein.

Indemnification:

The Consultant shall indemnify, keep, and save harmless the City, its Authorized Representatives, agents, officials, and employees (individually and collectively "Indemnitees") against all losses, damages, claims, suits, penalties, liens, liabilities, judgments, costs, and expenses, (collectively "Liability" or "Liabilities") including but not limited to fees of attorneys and other professionals, arising out of, in connection with, resulting from or related to any act, omission, fault or negligence of the Consultant or any of its Sub-Consultants, Consultants, employees, servants, or agents (individually and collectively "Indemnitors") in connection with or related to the Contract, including but not limited to Liabilities on account of personal injury to or death of any person (including employees of Indemnitees) or for damage to or loss of use of property (including property of the City).

The indemnification specified in this Section shall apply even in the event of the act, omission, fault, or negligence, of the Indemnitees, but shall not apply to Liability arising from the sole or active negligence or willful misconduct of the Indemnitees.

The indemnification specified in this Section shall survive termination of the Contract or final payment thereunder and is in addition to any other rights or remedies that the Indemnitees may have under the Law or under the Contract. In the event of any claim or demand made against Indemnitees, the City may at its sole discretion reserve, retain, and/or apply any monies due the Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if the Consultant gives the City reasonable assurance that the City's interests will be protected. The City shall, in its sole discretion, determine whether such assurance is reasonable.

Claims against Indemnitees by any employee of Indemnitors shall not in any way limit the Consultant's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for Indemnitors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

Nothing contained in the Contract is intended to or shall have the effect of creating any rights in any third party against any Indemnitee.

Except as permitted by California Civil Code §2782.1, 2782.2 and 2782.5, such indemnities shall not inure to the benefit of an Indemnitee so as to impose liability on the Consultant for the active negligence of the City, or to relieve the City of liability for such active negligence.

Records:

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(See next page for Guidelines for Proposal)

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / three ring binder). Tabbed dividers should separate and identify the response items described below.

One signed original, four (4) bound hard copies, and one CD copy of the proposals should be submitted to the Office of the City Clerk by 4:00 pm, July 31, 2009. Proposal shall be submitted in a sealed envelope clearly marked On Call Marketing & Graphic Design Services and addressed to:

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8380 Laguna Palms Way, Suite 200
Elk Grove, CA 95758**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

City Clerk
City of Elk Grove
Attention: Christine Brainerd, Public Information Officer
8380 Laguna Palms Way, Suite 200
Elk Grove, CA 95758

The letter shall include the consultants contact name, mailing address, telephone number, Fax number, and email address. The letter shall address the consultants understanding of the City's needs based on this RFP and any other information the consultant has gathered. Include a statement discussing the consultant's interest and qualifications for this type of work. A principal of the consulting company authorized to legally bind the company shall sign the letter.

2. Table of Contents

The consultant shall insert a comprehensive table of contents denoting sections three through eight of the proposal as indicated below.

3. Qualifications and Experience

Consultant's proposal shall address the following:

- Provide a brief history of the consultant's qualifications, including the number of years the Consultant has been providing Marketing and Graphic Design services.
- List the title and/or functions of principle and key staff that will be responsible for the overall success on the Marketing and Graphic Design services.
- Provide at least three but no more than five references from government agencies your firm has provided Marketing and Graphic Design services. Include the name of the governmental agency, the contact person, telephone and fax numbers, and e-mail address of the contact person.
- Submit samples of work as it relates to this RFP's scope of work.

4. Conflict of Interest Statement

Any activities or relationships of the firm that might create a conflict of interest for the firm or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

5. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, etc in support of the consultant's qualifications.

6. Fees

This section should include the billable hourly rate schedule for requested products and services outlined in the Scope of Work. Upon completion of assigned tasks, the consultant will notify the City and request payment for the products and services by submitting an invoice. Upon receipt of the invoice, the City will review in a timely manner the products and services noted, verify completion and authorize payment. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

7. City's Rights, Options, and Policies:

- No compensation is offered for any of the work related to this selection process. The submissions are entirely voluntary. All original documents including electronic files become the property of the City.
- Materials contained in all RFPs will be considered proprietary until the selection process has been completed. Following the selection, however, the contract scope of work may be amended by the City and negotiated based upon needs, ideas and suggestions provided from any source.
- **All graphic design work/copywriting provided or purchased by the City for its projects, remain the sole property of the City, which will hold the copy write for said materials and will be surrendered by the contracted firms upon request.**
- Please note in your proposal any objections to the City's Rights, Options, and Policies as stated above.

8. Professional Services Contract:

Attached to the RFP (Attachment B) is a copy of the City of Elk Grove's standard Professional Services Contract. Please review this document carefully and note in your proposal any exceptions or alterations to the contract. Alterations or changes to the contract that were not in the consultant's response will not be made after the selection of the consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis.

(See next page for Scope of Work)

SCOPE OF WORK

Specifications:

Since this will be an on-call contract, specific assignments have not yet been determined. The City will require professional marketing and graphic design services to make the general public and/or specialized groups or markets aware of campaigns, products, events, and services. The type and amount of services required by the City vary depending upon budgets as well as the size and nature of the projects. The City will make projects and assignments when marketing and graphic design services are required. The projects may range from a few hours to several months and will be driven by program need and financial availability. As an on-call contract, there is no minimum amount under the contract and it is possible that one or more of the successful respondents will not receive any work during the term of the annual contract.

Assignments will likely include, but not be limited to the following kinds of tasks:

- Develop public information materials, which could include:
 - Print advertisements
 - Banners
 - Fact sheets
 - Logos
 - Brochures
 - Newsletters
 - Informational mailings
 - Bill inserts
 - Reports
 - Flyers
 - Signage
 - Illustrations and/or technical drawings
 - Public displays
 - Media kits
- Develop electronic communication and marketing materials, which could include:
 - PowerPoint presentations
 - Web sites
 - E-mail based communications

(See next page for Attachments)

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

A selection of city staff will be used to review and rank the RFPs. Each committee member will receive one copy of each RFP. To aid the committee members in ranking the RFPs, each of the following areas will be awarded 0 to 10 points by each committee member during their review process. Further each area will be weighted based on the attached table.

The following criteria will be uniformly used in evaluation of each RFP Response:

1. Demonstration of the consultant's knowledge and experience in Marketing and Graphic Design services for governmental agencies.
2. Prior performance of the consultant in providing Marketing and Graphic Design services for governmental agencies.
3. Quality of submitted samples.
4. Responsiveness to the Statement of Qualifications.
5. Appropriate staff size, qualifications, and certification of key staff.
6. Fee schedule

(Attachment A continued next page)

Attachment A (Cont'd) – Evaluation Criteria

CONSULTANT: _____

#	CRITERIA	RATING (1-10)	MULTIPLIER	SCORE
1.	Demonstration of Consultants knowledge and experience.		20%	
2.	Prior performance of Consultant		25%	
3.	Quality of submitted samples		20%	
4.	Responsiveness to the RFP		5%	
5.	Appropriateness of Staff		5%	
6.	Rates and Fees		25%	
TOTAL WEIGHTED SCORE:				

Unweighted Scoring Range: Excellent = 10 Unsatisfactory = 0

Rating Performed By: _____
Print name

Signature

Date

Attachment B: Professional Service Contract

The standard form consultant contract used by the City of Elk Grove is attached.