

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

## #6116

# GRAPHIC DESIGN SERVICES

## FOR

# WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing  
Administration Building  
P.O. Box 8645  
220 N. Main B-35  
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.  
Purchasing Manager  
(734) 222-6760





## WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645  
Phone (734) 222-6760, Fax (734) 222-6764

### REQUEST FOR PROPOSAL #6116

November 3, 2003

Washtenaw County Purchasing Division on behalf of Washtenaw County Department of Planning and Environment Public Works Division is issuing a sealed RFP for development of graphics and brochures and other solid waste program associated materials.

**Proposals:** Vendor will deliver one (1) original and two (2) copies which are clearly marked as such and must contain one original signature to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
P.O. Box 8645  
Ann Arbor, MI. 48107**

**by 2:00 p.m. on WEDNESDAY DECEMBER 3, 2003**

This submission shall include the entire Request For Proposal document, requested attachments, and any amendments if issued.

**Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.**

- Please use the attached self-addressed label or the envelope must be clearly marked "**SEALED RFP # 6116**".
- Please direct purchasing and procedural questions regarding this RFP to Robert Devault at **734-222-6760**.
- Please direct technical questions regarding this RFP to Marshall Labadie at **734-222-6889**.

Thank you for your interest.



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- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadline for submission of the RFP's may be adjusted to allow for revisions. To be considered, the **original proposal and two copies** must be at the Washtenaw County Purchasing Office on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.
- G. Proposals must be structured in the following framework on computer type (8.5 x 11) pages, double-spaced, 12 point or larger. If proposals do not adhere to all specifications established, they may not be reviewed and may not be eligible for consideration for funding.

### III. **VENDOR INFORMATION**

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

- A. Provide a one page **Program Abstract** of the proposal, highlighting key elements regarding services proposed, implementation plans and organizational capability.  
**(Attach as Addenda A)**
- B. Please attach the **Vendor Profile** (Attachment A) and information requested.  
**(Attach as Addenda B)**
- C. Review Section IV. **Terms and Conditions Section** (pg. 3) and concur that these provisions will be met.  
**(Attach as Addenda D)**
- E. Review Section V. **Contract Provisions** (pgs. 4 - 8) and concur that these provisions will be met.  
**(Attach as Addenda E)**
- F. Provide a list of **References** of current customers in Southeastern Michigan  
**(Attach as Addenda F)**
- G. Provide **Pricing Structure** information (Attachment B)  
**(Attach as Addenda G)**
- H. Provide **Signature Page** (Attachment C) completed and signed by an official authorized to bind the provider to its provisions for at least a period of 90 days  
**(Attach as Addenda H)**

**IV. TERMS AND CONDITIONS**

**Award:**

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

**Evaluation Criteria:**

- Proposal completeness, with requested documentation which demonstrates ability to provide requested services
- Rates/pricing structure

**Term of Bid:**

The Bid is from January 1, 2004 - December 31, 2005

**Invoicing**

Detailed reports will be required with submittal of invoices. Invoicing and schedule of payment will be negotiated with selected vendors.

**V. CONTRACT PROVISIONS**

If a contract is awarded, the selected vendor(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

**PROFESSIONAL SERVICE CONTRACT**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and (**Name of Consultant**) located at (**Address**) ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will (***SPELL OUT SCOPE OF SERVICE***)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed (***SPELL OUT DOLLAR AMOUNT***).

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to (***DEPARTMENT HEAD TITLE***) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on January 1, 2004, and ends on December 31, 2005.

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or

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policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

**ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS**

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

**ARTICLE IX- INTEREST OF CONSULTANT AND COUNTY**

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

**ARTICLE X- CONTINGENT FEES**

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

**ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY**

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

**ARTICLE XII - LIVING WAGE**

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

**ARTICLE XIII - ASSIGNS AND SUCCESSORS**

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

**ARTICLE XIV - TERMINATION OF CONTRACT**

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

**ARTICLE XV - EQUAL ACCESS**

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

**VENDOR PROFILE**

Please complete this information and attach to proposal

VENDOR NAME:

VENDOR ADDRESS:

TELEPHONE NUMBER:

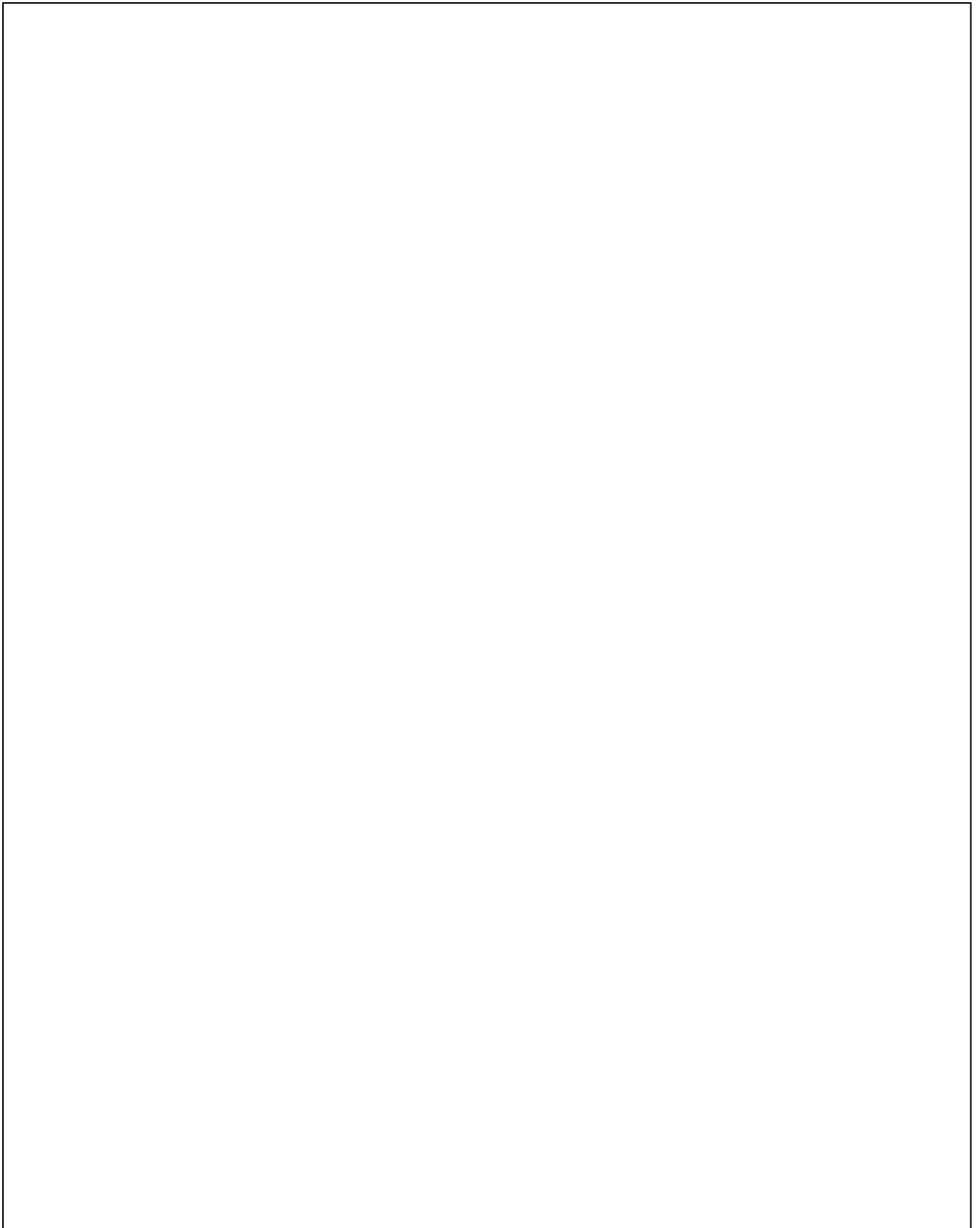
CONTACT PERSON:

EMAIL ADDRESS:

**Business Information**

YEARS IN BUSINESS: \_\_\_\_\_

BRIEF HISTORY OF BUSINESS:  
(Please attach current financial statement)



**PRICING STRUCTURE**

Please complete this information and attach to proposal

	Price Per brochure/ document
Development of recycling handouts (1-2 Pgs Double Sided 8"x14")	
Development of brochures (1 Pg Double Sided 8 1/2" x 11" tri-fold)	
Alteration of Waste Knot application( 4 Pg double sided 8 1/2" x 11")	
Alteration of Waste Knot newsletter ( 4 Pg double sided 8 1/2" x 11" two-color)	
Printing cost for quantities for no more than 1,000 documents (If vendor chooses to provide print services or coordinates printing)	

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City      State      Zip
_____ Telephone #	_____ Fax #
_____ Email Address	
_____ Federal Tax ID #	<u>CHECK ONE</u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.