CLARK COUNTY STAFF REPORT



DEPARTMENT/DIVISION:	Environmental Services / Solid Waste & Environmental Education Division
DATE:	October 27, 2014
REQUEST:	Authorize the Environmental Services Director to execute individual on-call professional services contracts for graphic design services with Drive Marketing Group LLC, Formations Design Group LLC, and Jeanne E. Galick - Graphic Design. The total not-to-exceed amount for the three contracts is \$300,000 with a 10% management reserve. The flexibility guaranteed by awarding multiple "not to exceed" agreements assures no disruption or delay when producing permit required outreach materials and reduces the potential liability for a permit violation.
CHECK ONE:	☐ Chief Administrative Officer
for environmental outreach rethese services often occur design projects. Often, the Pedelays is increased. The depondence ontained within the graphic Three design firms, each wit process to provide on-call groutreach materials that are buse by other departments in COMMUNITY OUTREACH: and benefits of effective environments of the countywide recyclable cart to	tment of Environmental Services (DES) requires frequent graphic design services naterials and campaigns for all three of the department's divisions. Requests for uring peak outreach seasons resulting in high demand for multiple, concurrent PIO office is already busy with other department requests and the potential for partment's needs for outreach material require a wide variety of capabilities all artists definition. (e.g. signs vs. a technical manual vs. a brochure or booklet, etc.) had distinct and unique capability, were selected following a formal competitive aphic design services. These contracts give DES the capacity to produce quality beyond any county staff time and/or skill. The contracts may also be available for a deadline situation. Deliverables of these agreements will raise local awareness about the need for ironmental practices. With our 30 year legacy lands celebration and a major, agging project planned for 2015, these agreements will help us meet our deadlines tance of these events to county citizens.
state grants and/or budgeted on the general fund budget. management reserve (RM) (67%), Formations Design G included in the approved 20 agreements are in place for	PLICATIONS: Depending on the specific project purposes, funds will come from denterprise funds. The cost of these agreements will have no bearing or impact The cost for on-call graphic design services could be up to \$300,000 plus a 10% of \$30,000 (\$330,000 total) distributed as follows: Drive Marketing Group LLC Group LLC (20%), and Jeanne E. Galick - Graphic Design (13%). Funding is 13-14 budget in Fund 4014 and proposed 2015-16 budget in Fund 4014. These 3 years with an option to extend up to three times in one-year increments The these agreements to use these companies and have total flexibility as to how of these agreements.
FISCAL IMPACTS:	
professional services contra Design Group LLC, and Jea	horize the Environmental Services Director to execute individual on-call cts for graphic design services with Drive Marketing Group LLC, Formations nne E. Galick - Graphic Design. The total not-to-exceed amount for the three 10% management reserve for a period of three years with the ability to renew the

<u>DISTRIBUTION</u>: Please return the fully executed original Amendment to the Department of Environmental Services.

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agreement up to three times in one-year increments.

Peter DuBois
Solid Waste & Environmental Education Manager

APPROVED: 1000 N LEL POR CLARK COUNTY, WASHINGTON BOARD OF COMMISSIONERS

NOV. 18, 2014 SR 250-14

Don Benton

Environmental Services Director .

Attachments: Professional Services Agreements; RFP #683 Graphic Design Services; RFP evaluation matrix

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Expenditures are for graphic design services to support environmental outreach programming. The agreements are not-to-exceed amounts totaling \$330,000 which includes a 10% management reserve of \$30,000. Funding is distributed as follows: Drive Creative, \$200,000 plus 10% management reserve of \$20,000; Formations Design Group, \$60,000 plus 10% management reserve of \$6,000; Jeanne Galick Design, \$40,000 plus 10% management reserve.

This does not impact the General Fund.

Part II: Estimated Revenues

	Current I	Biennium	Next B	ennium	Second Biennium		
Fund #/Title	GF	Total	GF	Total	GF	Total	
Fund 4014 - Solid Waste Fund		\$40,000.00		\$145,000.00		\$145,000.00	
						•	
Total:	\$0.00	\$40,000.00	\$0.00	\$145,000.00	\$0.00	\$145,000.00	

II.A - Describe the type of revenue (grant, fees, etc.)

Revenues are from solid waste system disposal contract and recycling contracts. Total of all agreements will not exceed \$330,000

Part III: Estimated Expenditures

III.A - Expenditures summed up

		Current F	Biennium	Next Bi	ennium	Second I	Biennium
Fund #/Title	FTE's	GF	Total	GF	Total	GF	Total
Fund 4014 - Solid Waste Fund			\$40,000.00		\$145,000.00	·	\$145,000.00
	Total:	\$0.00	\$40,000.00	\$0.00	\$145,000.00	\$0.00	\$145,000.00

III.B = Expenditure by object category

		Current E	Biennium	Next Bi	ennium	Second I	Biennium
Fund #/Titl	le	GF	Total	GF	Total	GF	Total
Salary/Benefits							
Contractual			\$40,000.00		\$145,000.00		\$145,000.00
Supplies							
Travel							
Other controllables							
Capital Outlays							
Inter-fund Transfers						_	
Debt Service							
	Total:	\$0.00	\$40,000.00	\$0.00	\$145,000.00	\$0.00	\$145,000.00

Staff Report Attachment (RFP Selection Process)

Date:	10/3	24/2014	Ì																										
RFP Description:	RFP #683	Title:	Graphic	Design	Services			-									·		• • •						·				
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Evaluation #2 Criteria	Max Pts.	1	2	3	4		1	2	3	4		1_	2	3	4		1	2	3	4	
Sample campaign approach	20	_20	20	20	20	20	15	_18	18	15	17	20	15	12	10	14	10	20	20	15	_16
Creativity/experience						T -	f	Г		Г	1 - 1		7 -	Г				T			T
behavior change projects	50	40	50	45	50_	48	30	_50	40	30	38	45	30	45	20	35	25_	35	40	40	_ 35
Work history/samples	30	25	25	28	30	27	20	25	25	25	24	25	30	25	20_	25	15	15	20	25	19
Total Average Score						93					78					74					70
Final Ranking						1					2					3					4

Recommended Proposer:

The proposers interviewed fall into two categories: Full service creative firms designing complex campaigns including print, digital media, and marketing strategies; and smaller firms more appropriate for print pieces and signage. To provide the county the broadest range of services, the review panel recommends selecting Drive Marketing Group (Drive Creative), Formations Design, and Jeanne Galick Design.

Comments: Include the total cost of the contract for E-Verfly The total contracted amount is \$300,000 plust 10% management reserve (\$30,000) distributed as follows: Drive Marketing Group, \$200,000 (\$20,000 MR); Formations Design Group, \$60,000 MR); Jeanne Galick Design, \$40,000 (\$4,000 MR). The review panel feit that Drive Marketing Group (Drive Creative) was most able to create broad media campaigns involving many creative pieces and that both Formations Design and Jeanne Galick can provide capacity for individual print pieces and signage.



RFP # 683 PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington Release date: September 17, 2014

Request for Proposal for:

Graphic Design Services

PROPOSALS DUE: October 1, 2014 by 3:00 p.m.

Proposal(s) shall be sealed and clearly marked on the package cover with RFP #, Project Title and Company name.

Submit one (1) signed original of the proposal and (1) copy of work samples; three (3) complete printed copies of the proposal, one digital (CD) containing a copy of the proposal and the work samples to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660-5000
(360) 397-2323

Refer Questions to:

Project Manager:
Cindy Stienbarger
Environmental Services Outreach Supervisor
cindy.stienbarger@clark.wa.gov

LATEST REVISION: 5/31/13

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at http://www.clark.wa.gov/hr/documents.html, This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

PUBLIC SAFETY may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS: Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office; V (360) 397-2025;
TTY (360) 397-2445; ADA@Clark.wa.gov

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Part I Proposal Requirements

Section IA

General Information

1. Introduction

Clark County intends to award multiple contracts for graphic design services to be provided on an as-needed basis.

Firms cannot partner or team with other firms or have sub-consultants in their proposal. They will be selected on their capabilities. Firms that do not follow this guideline will be eliminated for consideration.

2. Background

Clark County (Environmental Services) is seeking proposals from qualified firms with demonstrated experience in graphic design, with preference given to experience visually demonstrating environmental concepts or behavior change. These firms will be used on an on-call basis to assist with projects when county staff either does not have expertise or time to do the work.

Clark County Department of Environmental Services (DES) manages the county's Solid Waste, Clean Water, Legacy Lands, and Vegetation Management programs and offers environmental outreach and education programs to the community in the areas of solid waste (garbage), waste reduction, reuse, toxics reduction, natural gardening, household hazardous waste disposal, stormwater and surface water quality protection, and noxious weed control.

DES produces a variety of printed and digital materials for distribution via public events, mailings, advertisements, newsletters and the web. Outreach is delivered year round, however, demand for graphic design services may ebb and flow throughout the year related to the season and may require short production timelines.

Scope of Project

Each successful firm will be required to enter into a professional services agreement with Clark County.

There is no guarantee of any expenditure on these contracts. Individual tasks will be assigned to firms as project needs are identified. The scope of work, schedule and compensation for each project will be established in writing through a Task Order prior to commencement of the work. Task Orders will be issued by the county's contract administrator. Any changes to the scope of work, schedule or budget must be agreed to by the consultant and Clark County in writing as an amendment to the Task Order.

4. Project Funding

Clark County anticipates awarding multiple contracts for amounts up to aggregate total of \$300,000. The actual number and not-to-exceed amount of individual contracts will be determined after the proposals have been reviewed.

5. Timeline for Selection

The following dates are the **anticipated** timeline:

Proposals due
Proposal review/evaluation period
Interviews/demonstration
Selection committee recommendation
Contract negotiation/execution
Contract intended to begin

October 1, 2014 Week of October 6, 2014 Week of October 6, 2014 October 10, 2014 Beginning October 10, 2014 Upon execution

6. Employment Verification

"Effective November 1st, 2010, to be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify memo of understanding MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

- 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
- 2. Fax to (360) 397-6027, or;
- 3. Call Purchasing at (360) 397-2323 for a current email address.

Note: Sole Proprietors are exempt.

Section IB

Work Requirements

Required Services

Graphic design services including:

- Design and production of visual materials to support environmental programs, beginning with the concept and using the computer and various software to produce visual materials or proofs of the final product;
- Confer with county staff in person or via phone or email to discuss needs and concepts for each project and develop the scope, estimated costs, and timeline;
- Produce hand-drawn or computer generated artwork. Research and obtain photographs, artwork and illustrations to be used. Obtain client approval and coordinates with services bureaus and printers to produce product;
- May obtain bids from a variety of printers and other contractors and determine vendor based on cost, quality and ability to meet deadlines;
- As requested, coordinate construction of displays and signs through utilization of other vendors as appropriate, including sign writers, photographic studios, blueprint companies, etc.;
- Organize all stages of a project to meet predetermined strict time lines; and
- Provide the county with digital copies of all original files (in a software format that may be modified by the county for future use) and photographs and rights to use same.
- 2. County Performed Work

For most tasks the graphic designer will be working closely with county staff on the project. The responsibilities of the designer will be clearly defined in the scope of the task order.

3. Deliverables & Schedule

The deliverables and schedule for each task will be clearly defined in the task order.

Deliverables may include but are not limited to the design and production of: flyers; brochures; fact sheets; displays; banners; booklets; event logo-wear; interpretive signage; bookmarks; simple maps; post cards; and mailers.

4. Place of Performance

Contract performance may take place in the county's facility, the Proposer's facility, a third party location or any combination thereof. Proposer will use their own equipment and software

5. Period of Performance

A contract awarded as a result of this RFP will be for three years and is intended to begin upon execution of a contract and end three years from execution.

Clark County reserves the right to extend the contract resulting from this RFP in 1-year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

6. Insurance/Bond

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$500,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$500,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's rating of A-VII or better.

7. Plan Holders List

All proposers are required to be listed on the plan holders list.

Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser.

Clark County RFP site:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion. See Attachment B.

Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA

Pre-Submittal Meeting / Clarification

1. Pre-Submittal Meeting

There will be no pre-submittal meeting or site visit scheduled for this project.

2. Proposal Clarification

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is seven calendar days prior to the due date for proposals.

An addendum will be issued no later than six calendar days (or insert date) prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

On an as needed basis, additional information in the form of 'Addenda' and 'Questions and Answers' may be made available for review at the link below, by RFP number, prior to the date of close. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

Section IIB

Proposal Submission

1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

- 1. RFP Number and;
- 2. TITLE and;
- 3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal

Proposals must be clear, succinct and not exceed <u>five pages</u>, <u>excluding resumes</u>, <u>E-Verify documentation and work samples</u>. Proposer's who submit more than the five pages may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the county, the county encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.

The county discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those

Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as work samples, should be included with the proposal in printed form and digitally, if available. (Note: To reduce waste, one printed copy of each sample is sufficient along with a digital copy, although, additional printed copies of supporting documents/samples may be provided for each proposal copy at the discretion of the proposer.)

Section IIC

Proposal Content

1. Cover Sheet

This form is to be used as your proposal Cover Sheet

See Cover Sheet - Attachment A

2. Project Team

Provide information on the individuals that will be available to work on county projects. A summary table that includes the name, title, years of experience, office location and expertise for each individual may be an appropriate format. Work in Southwest Washington and work related to environmental issues or behavior change, similar to that anticipated through an on-call contract, should be emphasized.

3. Respondent's Capabilities

Provide work samples and information on projects the firm or team members have worked on that demonstrates the firm's capabilities, emphasizing projects related to the environment or promoting behavior change. Information should demonstrate:

knowledge of the principles of design for print, production processes, printing techniques and specifications in single-to-full-color reproduction; the techniques used in producing computer generated design and artwork; exhibit and sign design and development; standards and costs involved with printing and production of graphics materials; computer graphics applications.

and

ability to visually communicate a message or service to attract attention and encourage understanding and retention of information; interpret and balance client's desires with what is needed to appropriately communicate the message; maintain consistent quality standards of visual communication with the public; work on multiple projects simultaneously; operate a variety of complex graphic design computer software; work effectively and be responsive to tight deadlines; successfully carry a project from concept to completion and implementation.

4. Proposed Cost

Provide a table or summary of the hourly rate of each individual working on county projects and overhead costs, if any.

5. Employment Verification

Attach a recent copy of your E-Verify MOU or proof of pending enrollment after the cover page (See section 1A.6). These pages will not be included in the maximum page count.

Part III Proposal Evaluation & Contract Award

Section IIIA

Proposal Review and Selection

1. Evaluation and Selection:

Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Commissioners.

2. Evaluation Criteria Scoring

Each proposal received in response to the RFP, that meets the proposal requirements, will be objectively evaluated and rated according to a specified point system.

After initial ranking, top proposers may be invited to an interview to present work examples.

A one hundred (100) point system will be used, weighted against the following criteria:

Proposal approach/quality	15
Creativity / experience with emphasis on work on environmental or behavior change projects in southwest Washington	20
Work history / examples with emphasis on work in southwest Washington	10
Product Demonstration	15
Cost	10
References and past performance (quality of work, responsiveness, cost effectiveness and control of budget)	20
Criteria Specific to the county's project needs	10
Total Points	100

Section IIIB

Contract Award

1. Consultant Selection

The county will award contracts to the highest scoring proposers. Should the county not reach a favorable agreement with the highest scoring proposers, the county shall suspend or terminate negotiations and commence negotiations with the next highest scoring proposer and so on until a favorable agreement is reached with the number of firms required to meet the county's anticipated on-call needs.

2. Contract Development

The proposal and all responses provided by the successful Proposer may become a part of the final contract.

The form of contract shall be the county's Contract for Profession Services.

3. Award Review

The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

4. Orientation/Kick-off Meeting

There will not be an orientation or kick-off meeting. Once a contact is executed that firm will be available for on-call work. The timing of on-call work can be difficult to predict. Firms can contact the contract administrator with questions.

Attachment A COVER SHEET

Street Address	City	State	Zip
Contact Person		Title	
Phone	Fax		
Program Location (if different th	an above)	Email address	
Tax Identification Number			
No Dated: NOTE: Failure to ackno → Does the proposal com	No Dated:		:
·	s 🗆 No		
→ Did outside individuals	or agencies assist with preparation	n of this proposal?	
☐ Ye	s)**	
I certify that to the best complete and that I have	the legal authority to commit service is based upon fund	under this proposal \$ nation contained in this prop t this agency to a contractual ing levels, and the approval	agreement. I realize
Signature. Company Rep	resentative with Signatory Au	uthority Date	

Attachment B LETTER OF INTEREST Legal Name of Applicant Agency Street Address City_______ State _____ Zip _____ Contact Person ______ Title ______ Phone ______ Fax_____ Program Location (if different than above) ______ Email address ______ > All proposers are required to be included on the plan holders list. If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion. In the body of your email, request acknowledgement of receipt. Email Attachment B to: leisha.till@clark.wa.gov

Clark County web link:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Professional Services Agreement

Graphic Design Services RFP No. 683

THIS AGREEMENT, entered this _____ day of November 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Formations Design Group, LLC, after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County RFP # 683 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in RFP #683 attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Services</u>. The Contractor shall perform graphic design services for Clark County on an on-call, as-needed basis. Each service provided under this Agreement will be provided by Task Assignment drafted and submitted by the Contractor. Each Task Assignment will be individually negotiated with the Contractor and shall be issued by writing a Formal Task Assignment Document, similar in form to Exhibit "B". Task Assignments shall be approved by the contract manager, provided that payment for cumulative tasks do not exceed \$60,000, or \$66,000 should the county elect to use its 10% management reserve.
- 2. <u>Time</u>. The agreement shall be effective beginning immediately upon execution and ending three years thereafter and may be extended in one year increments for two additional years by mutual written agreement signed by both parties.

The remaining provisions of the Agreement will remain in full force and effect.

- 3. <u>Compensation</u>. County shall pay the Contractor for performing said services upon receipt of a written invoice submitted on a monthly basis at a rate of \$85.00 per hour. The contract amount is not to exceed \$60,000 plus a 10% management reserve for a total amount of \$66.000. The parties mutually agree that in no event shall the amount billing exceed \$60,000 without prior approval of the County.
- 4. <u>Termination</u>. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.
- 5. <u>Independent Contractor</u>. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.
- 6. <u>Indemnification</u>. The Contractor does release, indemnify and promise to defend and save harmless the County, its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, actions and claims, including costs and reasonable attorney's fees incurred by the County, its officials, officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making these assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor

and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County; provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

- 7. <u>Wage and hour compliance</u>. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
- 8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
- 9. <u>Contract Documents:</u> Contract documents consist of this Agreement, Exhibit A, RFP #683 and Exhibit B, Sample of Task Assignment document.
- 10. <u>Equal Employment Opportunity:</u> The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

- 11. <u>Changes:</u> County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.
- 12. <u>Public records act</u>: Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.
- 13. <u>Governing Law</u>. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
- 14. <u>Confidentiality</u>. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
- 15. <u>Conflict of Interest</u>. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants

that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

- 16. <u>Consent and Understanding</u>. This agreement contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
- 17. <u>Severability</u>. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Agreement on the date first above written.

Formations Design Group, LLC	CLARK COUNTY
Ву	By Don Benton, Director
Print name	Don Benton, Director
Title	
Date:	Date:
APPROVED AS TO FORM ONLY ANTHONY F. GOLIK Clark County Prosecuting Attorney LINING M. COOK BY CHRISTINE M. LOOK ENGLISH OFFICER OFFI	ING ATTORNEY

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	,						

	yees who will be directly compensated retired from a System using the 2008 Early Retirement Factor?
Yes	☐ No
If yes, please provide the name County Purchasing.	e and social security number for each retiree to Clark



RFP # 683 PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington Release date: September 17, 2014

Request for Proposal for:

Graphic Design Services

PROPOSALS DUE: October 1, 2014 by 3:00 p.m.

Proposal(s) shall be sealed and clearly marked on the package cover with RFP #, Project Title and Company name.

Submit one (1) signed original of the proposal and (1) copy of work samples; three (3) complete printed copies of the proposal, one digital (CD) containing a copy of the proposal and the work samples to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660-5000
(360) 397-2323

Refer Questions to:

Project Manager:
Cindy Stienbarger
Environmental Services Outreach Supervisor
cindy.stienbarger@clark.wa.gov

LATEST REVISION: 5/31/13

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.*

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at http://www.clark.wa.gov/hr/documents.html. This commitment applies regardless of race, color, religion, creed, sex, mantial status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDITMONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability, Contract compliance; and Program performance.

PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

PUBLIC SAFETY may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon requires to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS: Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS

Clark County ADA Office; V (360) 397-2025; TTY (360) 397-2445; <u>ADA@Clark.wa.gov</u>

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ATTACHMENTS

- A: Proposal Cover Sheet
- B: Letter of Interest

Part I Proposal Requirements

Section IA

General Information

1. Introduction

Clark County intends to award multiple contracts for graphic design services to be provided on an as-needed basis.

Firms cannot partner or team with other firms or have sub-consultants in their proposal. They will be selected on their capabilities. Firms that do not follow this guideline will be eliminated for consideration.

2. Background

Clark County (Environmental Services) is seeking proposals from qualified firms with demonstrated experience in graphic design, with preference given to experience visually demonstrating environmental concepts or behavior change. These firms will be used on an on-call basis to assist with projects when county staff either does not have expertise or time to do the work.

Clark County Department of Environmental Services (DES) manages the county's Solid Waste, Clean Water, Legacy Lands, and Vegetation Management programs and offers environmental outreach and education programs to the community in the areas of solid waste (garbage), waste reduction, reuse, toxics reduction, natural gardening, household hazardous waste disposal, stormwater and surface water quality protection, and noxious weed control.

DES produces a variety of printed and digital materials for distribution via public events, mailings, advertisements, newsletters and the web. Outreach is delivered year round, however, demand for graphic design services may ebb and flow throughout the year related to the season and may require short production timelines.

3. Scope of Project

Each successful firm will be required to enter into a professional services agreement with Clark County.

There is no guarantee of any expenditure on these contracts. Individual tasks will be assigned to firms as project needs are identified. The scope of work, schedule and compensation for each project will be established in writing through a Task Order prior to commencement of the work. Task Orders will be issued by the county's contract administrator. Any changes to the scope of work, schedule or budget must be agreed to by the consultant and Clark County in writing as an amendment to the Task Order.

Project Funding

Clark County anticipates awarding multiple contracts for amounts up to aggregate total of \$300,000. The actual number and not-to-exceed amount of individual contracts will be determined after the proposals have been reviewed.

Timeline for Selection The following dates are the anticipated timeline:

Proposals due
Proposal review/evaluation period
Interviews/demonstration
Selection committee recommendation
Contract negotiation/execution
Contract intended to begin

October 1, 2014 Week of October 6, 2014 Week of October 6, 2014 October 10, 2014 Beginning October 10, 2014 Upon execution

6. Employment Verification

"Effective November 1st, 2010, to be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify memo of understanding MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

- 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
- 2. Fax to (360) 397-6027, or;
- Call Purchasing at (360) 397-2323 for a current email address.

Note: Sole Proprietors are exempt.

Section IB

Work Requirements

Required Services

Graphic design services including:

- Design and production of visual materials to support environmental programs, beginning with the concept and using the computer and various software to produce visual materials or proofs of the final product;
- Confer with county staff in person or via phone or email to discuss needs and concepts for each project and develop the scope, estimated costs, and timeline;
- Produce hand-drawn or computer generated artwork. Research and obtain photographs, artwork and illustrations to be used. Obtain client approval and coordinates with services bureaus and printers to produce product;
- May obtain bids from a variety of printers and other contractors and determine vendor based on cost, quality and ability to meet deadlines;
- As requested, coordinate construction of displays and signs through utilization of other vendors as appropriate, including sign writers, photographic studios, blueprint companies, etc.;
- Organize all stages of a project to meet predetermined strict time lines; and
- Provide the county with digital copies of all original files (in a software format that may be modified by the county for future use) and photographs and rights to use same.
- 2. County Performed Work

For most tasks the graphic designer will be working closely with county staff on the project. The responsibilities of the designer will be clearly defined in the scope of the task order.

Deliverables & Schedule The deliverables and schedule for each task will be clearly defined in the task order.

Deliverables may include but are not limited to the design and production of: flyers; brochures; fact sheets; displays; banners; booklets; event logo-wear; interpretive signage; bookmarks; simple maps; post cards; and mailers.

- 4. Place of Performance
- Contract performance may take place in the county's facility, the Proposer's facility, a third party location or any combination thereof. Proposer will use their own equipment and software
- 5. Period of Performance

A contract awarded as a result of this RFP will be for three years and is intended to begin upon execution of a contract and end three years from execution.

Clark County reserves the right to extend the contract resulting from this RFP in 1-year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

6. Insurance/Bond

A. <u>Commercial General Liability (CGL) Insurance</u> written under ISO Form CG0001 or its latest equivalent with minimum limits of \$500,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$500,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's rating of A-VII or better.

7. Plan Holders List

All proposers are required to be listed on the plan holders list.

 Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser.

Clark County RFP site:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion. See Attachment B.

Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA

Pre-Submittal Meeting / Clarification

- 1. Pre-Submittal Meeting
- There will be no pre-submittal meeting or site visit scheduled for this project.
- Proposal Clarification

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is seven calendar days prior to the due date for proposals.

An addendum will be issued no later than six calendar days (or insert date) prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

On an as needed basis, additional information in the form of 'Addenda' and 'Questions and Answers' may be made available for review at the link below, by RFP number, prior to the date of close. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

Section IIB

Proposal Submission

1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

- 1. RFP Number and:
- 2. TITLE and;
- 3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal

Proposals must be clear, succinct and not exceed <u>five pages</u>, <u>excluding resumes</u>, <u>E-Verify documentation and work samples</u>. Proposer's who submit more than the five pages may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the county, the county encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.

The county discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those

Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as work samples, should be included with the proposal in printed form and digitally, if available. (Note: To reduce waste, one printed copy of each sample is sufficient along with a digital copy, although, additional printed copies of supporting documents/samples may be provided for each proposal copy at the discretion of the proposer.)

Section IIC

Proposal Content

1. Cover Sheet

This form is to be used as your proposal Cover Sheet

See Cover Sheet - Attachment A

2. Project Team

Provide information on the individuals that will be available to work on county projects. A summary table that includes the name, title, years of experience, office location and expertise for each individual may be an appropriate format. Work in Southwest Washington and work related to environmental issues or behavior change, similar to that anticipated through an on-call contract, should be emphasized.

Respondent's Capabilities Provide work samples and information on projects the firm or team members have worked on that demonstrates the firm's capabilities, emphasizing projects related to the environment or promoting behavior change. Information should demonstrate:

knowledge of the principles of design for print, production processes, printing techniques and specifications in single-to-full-color reproduction; the techniques used in producing computer generated design and artwork; exhibit and sign design and development; standards and costs involved with printing and production of graphics materials; computer graphics applications.

and

ability to visually communicate a message or service to attract attention and encourage understanding and retention of information; interpret and balance client's desires with what is needed to appropriately communicate the message; maintain consistent quality standards of visual communication with the public; work on multiple projects simultaneously; operate a variety of complex graphic design computer software; work effectively and be responsive to tight deadlines; successfully carry a project from concept to completion and implementation.

4. Proposed Cost

Provide a table or summary of the hourly rate of each individual working on county projects and overhead costs, if any.

Employment Verification Attach a recent copy of your E-Verify MOU or proof of pending enrollment after the cover page (See section 1A.6). These pages will not be included in the maximum page count.

Part III Proposal Evaluation & Contract Award

Section IIIA

Proposal Review and Selection

 Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Commissioners.

2. Evaluation Criteria Scoring

Each proposal received in response to the RFP, that meets the proposal requirements, will be objectively evaluated and rated according to a specified point system.

After initial ranking, top proposers may be invited to an interview to present work examples.

A one hundred (100) point system will be used, weighted against the following criteria:

Proposal approach/quality	15
Creativity / experience with emphasis on work on environmental or behavior change projects in southwest Washington	20
Work history / examples with emphasis on work in southwest Washington	10
Product Demonstration	15
Cost	10
References and past performance (quality of work, responsiveness, cost effectiveness and control of budget)	20
Criteria Specific to the county's project needs	10
Total Points	100

Section IIIB

Contract Award

1. Consultant Selection

The county will award contracts to the highest scoring proposers. Should the county not reach a favorable agreement with the highest scoring proposers, the county shall suspend or terminate negotiations and commence negotiations with the next highest scoring proposer and so on until a favorable agreement is reached with the number of firms required to meet the county's anticipated on-call needs.

2. Contract Development

The proposal and all responses provided by the successful Proposer may become a part of the final contract.

The form of contract shall be the county's Contract for Profession Services.

3. Award Review

The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

4. Orientation/Kick-off Meeting

There will not be an orientation or kick-off meeting. Once a contact is executed that firm will be available for on-call work. The timing of on-call work can be difficult to predict. Firms can contact the contract administrator with questions.

Attachment A COVER SHEET

General Information:			
egal Name of Applicant/Company/Agency			
Street Address	City	State	Zip
Contact Person		Title	·
Phone	Fax	·	
Program Location (if different than above) _		Email address	
ax Identification Number			
ADDENDUM:			
Proposer shall insert number of each A	ddendum received. If n	o addendum received, please ma	ark "NONE"
No. Dated No.	Dated:	No: Dated:	
Does the proposal comply with the A "No" response may disqualify the	requirements contained v	vithin the RFP?	
☐ Yes ☐] No		
→ Did outside individuals or agencies a	assist with preparation of	this proposal?	
☐ Yes ☐] No (if yes, describe.)**		
lourly rate and/or other compens	ation requested un	der this proposal \$	
certify that to the best of my know complete and that I have the legal a he final funding for any service is Board of Commissioners.	uthority to commit th	is agency to a contractual a	greement. I realize
Signature, Company Representative	with Signatory Auth	ority Date	

Clark County web link:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

Email Attachment B to: leisha.till@clark.wa.gov

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Exhibit "B"

Sample of Task Assignment Document

Professional Services for Graphic Design

Task Assignment (Enter Task Number)

This Task Assignment is provided in accordance with the Professional Services Agreement between Clark County and Formations Design Group, LLC. All provisions outlined in the Professional Services Agreement shall apply to work performed by Formations Design Group, LLC in the execution of this task order.

Scope of Work

Enter project specific scope of work including:

- Program Description
- Deliverables
- Schedule
- Budget

Timeline

All work associated with Task Assignment (*Enter Task Number*) will be in accordance with the above schedule. Formations Design Group, LLC and the County mutually agree that the total amount of the billings for Task Assignment (*Enter Task Number*) shall not exceed \$(*Enter task amount payable*).

Contact (Enter name/phone number of staff requesting task) with any questions or concerns

Other

regarding this task order.	
BY:	Ву:
Cindy Stienbarger, Outreach Supervisor Solid Waste Environmental Education Division	Formations Design Group, LLC
Date	Date

Professional Services Agreement

Graphic Design Services RFP No. 683

THIS AGREEMENT, entered this _____ day of November 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Jeanne Galick Graphic Design, after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County RFP # 683 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in RFP #683 attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Services</u>. The Contractor shall perform graphic design services for Clark County on an on-call, as-needed basis. Each service provided under this Agreement will be provided by Task Assignment drafted and submitted by the Contractor. Each Task Assignment will be individually negotiated with the Contractor and shall be issued by writing a Formal Task Assignment Document, similar in form to Exhibit "B". Task Assignments shall be approved by the contract manager, provided that payment for cumulative tasks do not exceed \$40,000, or \$44,000 should the county elect to use its 10% management reserve.
- 2. <u>Time</u>. The agreement shall be effective beginning immediately upon execution and ending three years thereafter and may be extended in one year increments for two additional years by mutual written agreement signed by both parties.

The remaining provisions of the Agreement will remain in full force and effect.

- 3. <u>Compensation</u>. County shall pay the Contractor for performing said services upon receipt of a written invoice submitted on a monthly basis at a rate of \$85.00 per hour. The contract amount is not to exceed \$40,000 plus a 10% management reserve for a total amount of \$44.000. The parties mutually agree that in no event shall the amount billing exceed \$40,000 without prior approval of the County.
- 4. <u>Termination</u>. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.
- 5. <u>Independent Contractor</u>. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.
- 6. <u>Indemnification</u>. The Contractor does release, indemnify and promise to defend and save harmless the County, its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, actions and claims, including costs and reasonable attorney's fees incurred by the County, its officials, officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making these assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor

and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County; provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

- 7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
- 8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
- 9. <u>Contract Documents:</u> Contract documents consist of this Agreement, Exhibit A, RFP #683 and Exhibit B, Sample of Task Assignment document.
- 10. <u>Equal Employment Opportunity:</u> The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

- 11. <u>Changes:</u> County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.
- 12. Public records act: Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.
- 13. <u>Governing Law</u>. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
- 14. <u>Confidentiality</u>. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
- 15. <u>Conflict of Interest</u>. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants

that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

- 16. Consent and Understanding. This agreement contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
- 17. <u>Severability</u>. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Agreement on the date first above written.

Jeanne Galick Graphic Design	CLARK COUNTY
By Jeanne Galick	By Don Benton, Director Department of Environmental Services
Title	
APPROVED AS TO FORM ONLY ANTHONY F. GOLIK Clark County Prosecuting Attorney	
BY CHRISTINE COOK SR. DEI PROSECUTING ATTORNE	WTY

Vendor/Contractor:			
		pe directly compensated retired from a he 2008 Early Retirement Factor?	;
Yes	☐ No		
If yes, please provide the County Purchasing.	name and social se	curity number for each retiree to Clark	



RFP # 683 PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington Release date: September 17, 2014

Request for Proposal for:

Graphic Design Services

PROPOSALS DUE: October 1, 2014 by 3:00 p.m.

Proposal(s) shall be sealed and clearly marked on the package cover with RFP #, Project Title and Company name.

Submit one (1) signed original of the proposal and (1) copy of work samples; three (3) complete printed copies of the proposal, one digital (CD) containing a copy of the proposal and the work samples to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660-5000
(360) 397-2323

Refer Questions to:

Project Manager:
Cindy Stienbarger
Environmental Services Outreach Supervisor
cindy.stienbarger@clark.wa.gov

LATEST REVISION: 5/31/13

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - it is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at http://www.clark.wa.gov/hr/documents.html. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability, Contract compliance; and Program performance.

PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

PUBLIC SAFETY may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS: Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office; V (360) 397-2025;
TTY (360) 397-2445; ADA@Clark.wa.gov

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- A: Proposal Cover Sheet
- B: Letter of Interest

Part I Proposal Requirements

Section IA

General Information

1. Introduction

Clark County intends to award multiple contracts for graphic design services to be provided on an as-needed basis.

Firms cannot partner or team with other firms or have sub-consultants in their proposal. They will be selected on their capabilities. Firms that do not follow this guideline will be eliminated for consideration.

2. Background

Clark County (Environmental Services) is seeking proposals from qualified firms with demonstrated experience in graphic design, with preference given to experience visually demonstrating environmental concepts or behavior change. These firms will be used on an on-call basis to assist with projects when county staff either does not have expertise or time to do the work.

Clark County Department of Environmental Services (DES) manages the county's Solid Waste, Clean Water, Legacy Lands, and Vegetation Management programs and offers environmental outreach and education programs to the community in the areas of solid waste (garbage), waste reduction, reuse, toxics reduction, natural gardening, household hazardous waste disposal, stormwater and surface water quality protection, and noxious weed control.

DES produces a variety of printed and digital materials for distribution via public events, mailings, advertisements, newsletters and the web. Outreach is delivered year round, however, demand for graphic design services may ebb and flow throughout the year related to the season and may require short production timelines.

3. Scope of Project

Each successful firm will be required to enter into a professional services agreement with Clark County.

There is no guarantee of any expenditure on these contracts. Individual tasks will be assigned to firms as project needs are identified. The scope of work, schedule and compensation for each project will be established in writing through a Task Order prior to commencement of the work. Task Orders will be issued by the county's contract administrator. Any changes to the scope of work, schedule or budget must be agreed to by the consultant and Clark County in writing as an amendment to the Task Order.

4. Project Funding

Clark County anticipates awarding multiple contracts for amounts up to aggregate total of \$300,000. The actual number and not-to-exceed amount of individual contracts will be determined after the proposals have been reviewed.

Timeline for Selection The following dates are the anticipated timeline:

Proposals due
Proposal review/evaluation period
Interviews/demonstration
Selection committee recommendation
Contract negotiation/execution
Contract intended to begin

October 1, 2014 Week of October 6, 2014 Week of October 6, 2014 October 10, 2014 Beginning October 10, 2014 Upon execution

Employment Verification "Effective November 1st, 2010, to be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify memo of understanding MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

- 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
- 2. Fax to (360) 397-6027, or;
- Call Purchasing at (360) 397-2323 for a current email address.

Note: Sole Proprietors are exempt.

Section IB

Work Requirements

1. Required Services

Graphic design services including:

- Design and production of visual materials to support environmental programs, beginning with the concept and using the computer and various software to produce visual materials or proofs of the final product;
- Confer with county staff in person or via phone or email to discuss needs and concepts for each project and develop the scope, estimated costs, and timeline;
- Produce hand-drawn or computer generated artwork. Research and obtain photographs, artwork and illustrations to be used. Obtain client approval and coordinates with services bureaus and printers to produce product;
- May obtain bids from a variety of printers and other contractors and determine vendor based on cost, quality and ability to meet deadlines;
- As requested, coordinate construction of displays and signs through utilization of other vendors as appropriate, including sign writers, photographic studios, blueprint companies, etc.;
- Organize all stages of a project to meet predetermined strict time lines; and
- Provide the county with digital copies of all original files (in a software format that may be modified by the county for future use) and photographs and rights to use same.
- 2. County Performed Work

For most tasks the graphic designer will be working closely with county staff on the project. The responsibilities of the designer will be clearly defined in the scope of the task order.

Deliverables & Schedule The deliverables and schedule for each task will be clearly defined in the task order.

Deliverables may include but are not limited to the design and production of: flyers; brochures; fact sheets; displays; banners; booklets; event logo-wear; interpretive signage; bookmarks; simple maps; post cards; and mailers.

4. Place of Performance

Contract performance may take place in the county's facility, the Proposer's facility, a third party location or any combination thereof. Proposer will use their own equipment and software

Period of Performance A contract awarded as a result of this RFP will be for three years and is intended to begin upon execution of a contract and end three years from execution.

Clark County reserves the right to extend the contract resulting from this RFP in 1-year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

6. Insurance/Bond

A. <u>Commercial General Liability (CGL) Insurance</u> written under ISO Form CG0001 or its latest equivalent with minimum limits of \$500,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$500,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's rating of A-VII or better.

7. Plan Holders List

All proposers are required to be listed on the plan holders list.

Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser.

Clark County RFP site:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion. See Attachment B.

Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA

Pre-Submittal Meeting / Clarification

- 1. Pre-Submittal Meeting
- There will be no pre-submittal meeting or site visit scheduled for this project.
- 2. Proposal Clarification

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is seven calendar days prior to the due date for proposals.

An addendum will be issued no later than six calendar days (or insert date) prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

On an as needed basis, additional information in the form of 'Addenda' and 'Questions and Answers' may be made available for review at the link below, by RFP number, prior to the date of close. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

Section IIB

Proposal Submission

1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

- 1. RFP Number and;
- 2. TITLE and;
- 3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal

Proposals must be clear, succinct and not exceed <u>five pages</u>, <u>excluding resumes</u>, <u>E-Verify documentation and work samples</u>. Proposer's who submit more than the five pages may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the county, the county encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.

The county discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those

Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as work samples, should be included with the proposal in printed form and digitally, if available. (Note: To reduce waste, one printed copy of each sample is sufficient along with a digital copy, although, additional printed copies of supporting documents/samples may be provided for each proposal copy at the discretion of the proposer.)

Section IIC

Proposal Content

1. Cover Sheet

This form is to be used as your proposal Cover Sheet

See Cover Sheet - Attachment A

2. Project Team

Provide information on the individuals that will be available to work on county projects. A summary table that includes the name, title, years of experience, office location and expertise for each individual may be an appropriate format. Work in Southwest Washington and work related to environmental issues or behavior change, similar to that anticipated through an on-call contract, should be emphasized.

Respondent's Capabilities Provide work samples and information on projects the firm or team members have worked on that demonstrates the firm's capabilities, emphasizing projects related to the environment or promoting behavior change. Information should demonstrate:

knowledge of the principles of design for print, production processes, printing techniques and specifications in single-to-full-color reproduction; the techniques used in producing computer generated design and artwork; exhibit and sign design and development; standards and costs involved with printing and production of graphics materials; computer graphics applications.

and

ability to visually communicate a message or service to attract attention and encourage understanding and retention of information; interpret and balance client's desires with what is needed to appropriately communicate the message; maintain consistent quality standards of visual communication with the public; work on multiple projects simultaneously; operate a variety of complex graphic design computer software; work effectively and be responsive to tight deadlines; successfully carry a project from concept to completion and implementation.

- 4. Proposed Cost
- Provide a table or summary of the hourly rate of each individual working on county projects and overhead costs, if any.
- Employment Verification

Attach a recent copy of your E-Verify MOU or proof of pending enrollment after the cover page (See section 1A.6). These pages will not be included in the maximum page count.

Part III Proposal Evaluation & Contract Award

Section IIIA

Proposal Review and Selection

 Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Commissioners.

Evaluation Criteria Scoring Each proposal received in response to the RFP, that meets the proposal requirements, will be objectively evaluated and rated according to a specified point system.

After initial ranking, top proposers may be invited to an interview to present work examples.

A one hundred (100) point system will be used, weighted against the following criteria:

Proposal approach/quality	15
Creativity / experience with emphasis on work on environmental or behavior change projects in southwest Washington	20
Work history / examples with emphasis on work in southwest Washington	_ 10
Product Demonstration	15
Cost	10
References and past performance (quality of work, responsiveness, cost effectiveness and control of budget)	20
Criteria Specific to the county's project needs	10
Total Points	100

Section IIIB

Contract Award

1. Consultant Selection

The county will award contracts to the highest scoring proposers. Should the county not reach a favorable agreement with the highest scoring proposers, the county shall suspend or terminate negotiations and commence negotiations with the next highest scoring proposer and so on until a favorable agreement is reached with the number of firms required to meet the county's anticipated on-call needs.

2. Contract Development

The proposal and all responses provided by the successful Proposer may become a part of the final contract.

The form of contract shall be the county's Contract for Profession Services.

3. Award Review

The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

4. Orientation/Kick-off Meeting

There will not be an orientation or kick-off meeting. Once a contact is executed that firm will be available for on-call work. The timing of on-call work can be difficult to predict. Firms can contact the contract administrator with questions.

Attachment A COVER SHEET

General Information:			
Legal Name of Applicant/Company/Agency		·	
Street Address	City	State	Zip
Contact Person		Title	
Phone	Fax		
Program Location (if different than above) _		Email address	
Tax Identification Number		· · · · · · · · · · · · · · · · · · ·	
ADDENDUM:			
Proposer shall insert number of each /	Addendum received. If	no addendum received, please	mark "NONE".
No. Dated: No.	Dated:	NoDated:	
NOTE: Failure to acknowledge rec	Jack to the same of the same o	Carlot of the second of the se	[[전기 기교 시간 시간 [12]
 → Does the proposal comply with the A "No" response may disqualify the ☐ Yes 			
→ Did outside individuals or agencies	assist with preparation	of this proposal?	
Yes	No (if yes, describe.)*		
Hourly rate and/or other compens	sation requested u	nder this proposal \$	
I certify that to the best of my kno complete and that I have the legal a the final funding for any service is Board of Commissioners.	authority to commit t	his agency to a contractua	al agreement. I realize
Signature, Company Representative	e with Signatory Aut	hority Date	

Attachment B	LETTER OF INTEREST		
Legal Name of App	licant Agency		
Street Address			
City		State	Zip
Contact Person		Title	
Phone		Fax	·
Program Location (i	if different than above)	<u> </u>	
Email address			·
• •	s are required to be included of the 'Letter of Interest" to ens	·	rs list. If your organization is NOT n.
In the body of your	email, request acknowledgen	nent of receipt.	
Email Attachment B	to: <u>leisha.till@clark.wa.gov</u>		

Clark County web link:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Exhibit "B"

Sample of Task Assignment Document

Professional Services for Graphic Design

Task Assignment (Enter Task Number)

This Task Assignment is provided in accordance with the Professional Services Agreement between Clark County and Formations Design Group, LLC. All provisions outlined in the Professional Services Agreement shall apply to work performed by Formations Design Group, LLC in the execution of this task order.

Scope of Work

Enter project specific scope of work including:

- Program Description
- Deliverables
- Schedule
- Budget

Timeline

All work associated with Task Assignment (*Enter Task Number*) will be in accordance with the above schedule. Formations Design Group, LLC and the County mutually agree that the total amount of the billings for Task Assignment (*Enter Task Number*) shall not exceed \$(*Enter task amount payable*).

Contact (Enter name/phone number of staff requesting task) with any questions or concerns

Other

regarding this task order.	
BY:	By:
Cindy Stienbarger, Outreach Supervisor Solid Waste Environmental Education Division	Formations Design Group, LLC
Date	Date

Professional Services Agreement

Graphic Design Services RFP No. 683

THIS AGREEMENT, entered this _____ day of <u>November</u> 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Drive Marketing Group, LLC, after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County RFP # 683 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in RFP #683 attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Services</u>. The Contractor shall perform graphic design services for Clark County on an on-call, as-needed basis. Each service provided under this Agreement will be provided by Task Assignment drafted and submitted by the Contractor. Each Task Assignment will be individually negotiated with the Contractor and shall be issued by writing a Formal Task Assignment Document, similar in form to Exhibit "B". Task Assignments shall be approved by the contract manager, provided that payment for cumulative tasks do not exceed \$200,000, or \$220,000 should the county elect to use its 10% management reserve.
- 2. <u>Time</u>. The agreement shall be effective beginning immediately upon execution and ending two years thereafter and may be extended in one year increments for three additional years by mutual written agreement signed by both

parties. The remaining provisions of the Agreement will remain in full force and effect.

- 3. <u>Compensation</u>. County shall pay the Contractor for performing said services upon receipt of a written invoice submitted on a monthly basis at a rate of \$90.00 per hour. The contract amount is not to exceed \$200,000 plus a 10% management reserve for a total amount of \$220.000. The parties mutually agree that in no event shall the amount billing exceed \$200,000 without prior approval of the County.
- 4. <u>Termination</u>. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.
- 5. <u>Independent Contractor</u>. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.
- 6. <u>Indemnification</u>. The Contractor does release, indemnify and promise to defend and save harmless the County, its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, actions and claims, including costs and reasonable attorney's fees incurred by the County, its officials, officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making these assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor

and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County; provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

- 7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
- 8. <u>Social Security and Other Taxes</u>. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
- 9. Contract Documents: Contract documents consist of this Agreement, Exhibit A, RFP #683 and Exhibit B, Sample of Task Assignment document.
- 10. <u>Equal Employment Opportunity:</u> The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

- 11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.
- 12. <u>Public records act</u>: Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.
- 13. <u>Governing Law</u>. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
- 14. <u>Confidentiality</u>. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
- 15. <u>Conflict of Interest</u>. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants

that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

- 16. <u>Consent and Understanding</u>. This agreement contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
- 17. <u>Severability</u>. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Agreement on the date first above written.

Drive Marketing Group, LLC	CLARK COUNTY	
By Eric Weckert, President	By Don Benton, Director	
Date:	Date:	
APPROVED AS TO FORM ONLY		

Clerithra M. Coes

Date: DEPUTY PROSELUTOR

vendon/contractor.	
	vees who will be directly compensated retired from a system using the 2008 Early Retirement Factor?
Yes	☐ No
If yes, please provide the name County Purchasing.	and social security number for each retiree to Clark



RFP # 683 PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington Release date: September 17, 2014

Request for Proposal for:

Graphic Design Services

PROPOSALS DUE: October 1, 2014 by 3:00 p.m.

Proposal(s) shall be sealed and clearly marked on the package cover with RFP #, Project Title and Company name.

Submit one (1) signed original of the proposal and (1) copy of work samples; three (3) complete printed copies of the proposal, one digital (CD) containing a copy of the proposal and the work samples to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660-5000
(360) 397-2323

Refer Questions to:

Project Manager:
Cindy Stienbarger
Environmental Services Outreach Supervisor
cindy.stienbarger@clark.wa.gov

LATEST REVISION: 5/31/13

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.*

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at http://www.clark.wa.gov/hr/documents.html. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability, Contract compliance; and Program performance.

PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

PUBLIC SAFETY may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS: Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office; V (360) 397-2025;
TTY (360) 397-2445; ADA@Clark.wa.gov

Request for Proposals Table of Contents

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Section IIIB: Contract Award

- 1. Consultant Selection
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- 4. Orientation/Kick-off Meeting

ATTACHMENTS

- A: Proposal Cover Sheet
- B: Letter of Interest

Part I Proposal Requirements

Section IA

General Information

1. Introduction

Clark County intends to award multiple contracts for graphic design services to be provided on an as-needed basis.

Firms cannot partner or team with other firms or have sub-consultants in their proposal. They will be selected on their capabilities. Firms that do not follow this guideline will be eliminated for consideration.

2. Background

Clark County (Environmental Services) is seeking proposals from qualified firms with demonstrated experience in graphic design, with preference given to experience visually demonstrating environmental concepts or behavior change. These firms will be used on an on-call basis to assist with projects when county staff either does not have expertise or time to do the work.

Clark County Department of Environmental Services (DES) manages the county's Solid Waste, Clean Water, Legacy Lands, and Vegetation Management programs and offers environmental outreach and education programs to the community in the areas of solid waste (garbage), waste reduction, reuse, toxics reduction, natural gardening, household hazardous waste disposal, stormwater and surface water quality protection, and noxious weed control.

DES produces a variety of printed and digital materials for distribution via public events, mailings, advertisements, newsletters and the web. Outreach is delivered year round, however, demand for graphic design services may ebb and flow throughout the year related to the season and may require short production timelines.

3. Scope of Project

Each successful firm will be required to enter into a professional services agreement with Clark County.

There is no guarantee of any expenditure on these contracts. Individual tasks will be assigned to firms as project needs are identified. The scope of work, schedule and compensation for each project will be established in writing through a Task Order prior to commencement of the work. Task Orders will be issued by the county's contract administrator. Any changes to the scope of work, schedule or budget must be agreed to by the consultant and Clark County in writing as an amendment to the Task Order.

4. Project Funding

Clark County anticipates awarding multiple contracts for amounts up to aggregate total of \$300,000. The actual number and not-to-exceed amount of individual contracts will be determined after the proposals have been reviewed.

5. Timeline for Selection

The following dates are the **anticipated** timeline:

Proposals due
Proposal review/evaluation period
Interviews/demonstration
Selection committee recommendation
Contract negotiation/execution
Contract intended to begin

October 1, 2014 Week of October 6, 2014 Week of October 6, 2014 October 10, 2014 Beginning October 10, 2014 Upon execution

Employment Verification "Effective November 1st, 2010, to be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify memo of understanding MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

- 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
- 2. Fax to (360) 397-6027, or;
- 3. Call Purchasing at (360) 397-2323 for a current email address.

Note: Sole Proprietors are exempt.

Section IB

Work Requirements

1. Required Services

Graphic design services including:

- Design and production of visual materials to support environmental programs, beginning with the concept and using the computer and various software to produce visual materials or proofs of the final product;
- Confer with county staff in person or via phone or email to discuss needs and concepts for each project and develop the scope, estimated costs, and timeline;
- Produce hand-drawn or computer generated artwork. Research and obtain photographs, artwork and illustrations to be used. Obtain client approval and coordinates with services bureaus and printers to produce product;
- May obtain bids from a variety of printers and other contractors and determine vendor based on cost, quality and ability to meet deadlines;
- As requested, coordinate construction of displays and signs through utilization of other vendors as appropriate, including sign writers, photographic studios, blueprint companies, etc.;
- · Organize all stages of a project to meet predetermined strict time lines; and
- Provide the county with digital copies of all original files (in a software format that may be modified by the county for future use) and photographs and rights to use same.
- 2. County Performed Work

For most tasks the graphic designer will be working closely with county staff on the project. The responsibilities of the designer will be clearly defined in the scope of the task order.

Deliverables & Schedule The deliverables and schedule for each task will be clearly defined in the task order.

Deliverables may include but are not limited to the design and production of: flyers; brochures; fact sheets; displays; banners; booklets; event logo-wear, interpretive signage; bookmarks; simple maps; post cards; and mailers.

- 4. Place of Performance
- Contract performance may take place in the county's facility, the Proposer's facility, a third party location or any combination thereof. Proposer will use their own equipment and software
- Period of Performance

A contract awarded as a result of this RFP will be for three years and is intended to begin upon execution of a contract and end three years from execution.

Clark County reserves the right to extend the contract resulting from this RFP in 1-year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

6. Insurance/Bond

A. <u>Commercial General Liability (CGL) Insurance</u> written under ISO Form CG0001 or its latest equivalent with minimum limits of \$500,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$500,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's rating of A-VII or better.

7. Plan Holders List

All proposers are required to be listed on the plan holders list.

Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser

Clark County RFP site:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion. See Attachment B.

Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA

Pre-Submittal Meeting / Clarification

- Pre-Submittal Meeting
- There will be no pre-submittal meeting or site visit scheduled for this project.
- Proposal Clarification

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is seven calendar days prior to the due date for proposals.

An addendum will be issued no later than six calendar days (or insert date) prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

On an as needed basis, additional information in the form of 'Addenda' and 'Questions and Answers' may be made available for review at the link below, by RFP number, prior to the date of close. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

Section IIB

Proposal Submission

1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

- 1. RFP Number and;
- 2. TITLE and;
- 3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal

Proposals must be clear, succinct and not exceed <u>five pages</u>, <u>excluding resumes</u>, <u>E-Verify documentation and work samples</u>. Proposer's who submit more than the five pages may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the county, the county encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.

The county discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those

Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as work samples, should be included with the proposal in printed form and digitally, if available. (Note: To reduce waste, one printed copy of each sample is sufficient along with a digital copy, although, additional printed copies of supporting documents/samples may be provided for each proposal copy at the discretion of the proposer.)

Section IIC

Proposal Content

1. Cover Sheet

This form is to be used as your proposal Cover Sheet

See Cover Sheet - Attachment A

2. Project Team

Provide information on the individuals that will be available to work on county projects. A summary table that includes the name, title, years of experience, office location and expertise for each individual may be an appropriate format. Work in Southwest Washington and work related to environmental issues or behavior change, similar to that anticipated through an on-call contract, should be emphasized.

Respondent's Capabilities Provide work samples and information on projects the firm or team members have worked on that demonstrates the firm's capabilities, emphasizing projects related to the environment or promoting behavior change. Information should demonstrate:

knowledge of the principles of design for print, production processes, printing techniques and specifications in single-to-full-color reproduction; the techniques used in producing computer generated design and artwork; exhibit and sign design and development; standards and costs involved with printing and production of graphics materials; computer graphics applications.

and

ability to visually communicate a message or service to attract attention and encourage understanding and retention of information; interpret and balance client's desires with what is needed to appropriately communicate the message; maintain consistent quality standards of visual communication with the public; work on multiple projects simultaneously; operate a variety of complex graphic design computer software; work effectively and be responsive to tight deadlines; successfully carry a project from concept to completion and implementation.

4. Proposed Cost

Provide a table or summary of the hourly rate of each individual working on county projects and overhead costs, if any.

Employment Verification Attach a recent copy of your E-Verify MOU or proof of pending enrollment after the cover page (See section 1A.6). These pages will not be included in the maximum page count.

Part III Proposal Evaluation & Contract Award

Section IIIA

Proposal Review and Selection

 Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Com review results and recommendations may be presented to an appropriate advisory board pr the consent process with the Clark County Board of Commissioners.

2. Evaluation Criteria Scoring

Each proposal received in response to the RFP, that meets the proposal requirements, will be objectively evaluated and rated according to a specified point system.

After initial ranking, top proposers may be invited to an interview to present work examples.

A one hundred (100) point system will be used, weighted against the following criteria:

Proposal approach/quality	15
Creativity / experience with emphasis on work on environmental or behavior change projects in southwest Washington	20
Work history / examples with emphasis on work in southwest Washington	10
Product Demonstration	15
Cost	10
References and past performance (quality of work, responsiveness, cost effectiveness and control of budget)	20
Criteria Specific to the county's project needs	10
Total Points	100

Section IIIB

Contract Award

1. Consultant Selection

The county will award contracts to the highest scoring proposers. Should the county not reach a favorable agreement with the highest scoring proposers, the county shall suspend or terminate negotiations and commence negotiations with the next highest scoring proposer and so on until a favorable agreement accepted with the number of firms required to meet the county's anticipated on-call needs.

2. Contract Development

The proposal and all responses provided by the successful Proposer may become a part of the final contract.

The form of contract shall be the county's Contract for Profession Services.

3. Award Review

The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

4. Orientation/Kick-off Meeting

There will not be an orientation or kick-off meeting. Once a contact is executed that firm will be available for on-call work. The timing of on-call work can be difficult to predict. Firms can contact the contract administrator with questions.

Attachment A COVER SHEET

General Information:			
of Applicant/Company/Agency	City	State	Zip
Stroot Address		Title	
Contact Person	Fa	<	
Phone		Email address	
Phone Program Location (if different than above)			
Tax Identification Number		The second secon	ACTORIOS SELECTIONS SELECTIONS
		d. If no addendum received, pla	ease mark "NONE"
Proposer shall insert number of each Adder	Dated:	No. Dated:	
Proposer shall insert multiple. No	of Addendu	n may render the proposal no	n-responsive.
The state of the s	• • • • • • • • • • • • • • • • • • •		
NOTE: Failure to acknowledge			
→ Does the proposal comply with the req A "No" response may disqualify the proposal comply with the proposal comply with the req	uirements con oposal from fui	ther consideration.	
□Yes	10		
and autoide individuals or agencies as	sist with prepar	ation of this proposal?	
→ Did outside T	No (if yes, desc:	ibe.)**	
Hourly rate and/or other compensa	ation request	ed under this proposal \$ _	***************************************
1	JANAGE THE III	ormation contained in this	proposal is accurate
I certify that to the best of my know complete and that I have the legal a	uthority to cor	nmit this agency to a contract unding levels, and the appropriate the contract and the appropriate the contract and the contr	
complete and that I have the legal a the final funding for any service is Board of Commissioners.	based upon	anding levels, and the appr	oval of the clark o
•		***************************************	19471919179533344595bbachuu
Signature, Company Representation	ve with Signato	y Authority D	ate
Signature, Company			

Clark County web link:

http://www.clark.wa.gov/general-services/purchasing/rfp.html

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Exhibit "B"

Sample of Task Assignment Document

Professional Services for Graphic Design

Task Assignment (Enter Task Number)

This Task Assignment is provided in accordance with the Professional Services Agreement between Clark County and Formations Design Group, LLC. All provisions outlined in the Professional Services Agreement shall apply to work performed by Formations Design Group, LLC in the execution of this task order.

Scope of Work

Enter project specific scope of work including:

regarding this task order.

- Program Description
- Deliverables
- Schedule
- Budget

Timeline

All work associated with Task Assignment (*Enter Task Number*) will be in accordance with the above schedule. Formations Design Group, LLC and the County mutually agree that the total amount of the billings for Task Assignment (*Enter Task Number*) shall not exceed \$(*Enter task amount payable*).

Contact (Enter name/phone number of staff requesting task) with any questions or concerns

Other

BY:	By:
Cindy Stienbarger, Outreach Supervisor Solid Waste Environmental Education Division	Formations Design Group, LLC
Date	Date