

REQUEST FOR PROPOSALS

GRAPHIC DESIGN SERVICES for the ACTIVE LIVING GUIDE

FOR THE REGIONAL DISTRICT OF NANAIMO,

RECREATION AND PARKS



The Regional District of Nanaimo (RDN) is seeking responses to the following request for proposal:

Graphic design services for the Active Living Guide

Responses clearly marked **REQUEST FOR PROPOSAL** – GRAPHIC DESIGN SERVICES for the ACTIVE LIVING GUIDE **FOR THE REGIONAL DISTRICT OF NANAIMO, RECREATION and PARKS** and will be received up until <u>2:00 p.m. PST on Tuesday, May 12 2015</u> by: Ann-Marie Harvey, Senior Secretary RDN Recreation and Parks Department Oceanside Place Main Floor Reception Office 830 West Island Highway, Parksville, BC V9P 2X4

Faxed responses will not be accepted. Late proposals will not be accepted and will be returned to the proponent unopened.

Responses may be withdrawn before the deadline upon written notice (facsimiles of notice will be accepted) addressed to Ann-Marie Harvey, at 250-248-3294 (f).

Responses withdrawn may be replaced by alternative responses providing written notice that an alternative proposal will be submitted to Ann-Marie Harvey at least twenty-four hours before the deadline for closing noted herein (facsimiles of notice will be accepted).

Responses must remain valid for 90 days following the closing time and date. Responses are irrevocable after the closing time and date.

The Regional District of Nanaimo reserves the right to reject any and all proposals for any reason or to accept any proposal received which the Regional District, in its sole unrestricted discretion deemed most advantageous to itself. The lowest or any proposal may not necessarily be accepted. The proponent acknowledges the Regional District's rights under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept its proposal whether such right of action arises in contract, negligence, bad faith or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the Board of the Regional District or the officer or employee of the Regional District having authority to accept the proposal.

Unless otherwise authorized in writing by Colleen Jordan, Recreation Programmer, a proponent must not contact or communicate with any elected or appointed officer, or employee of the Regional District other than the Recreation Programmer in relation to this solicitation prior to an award of the services by the Regional Board or the officer or employee of the Regional District having authority to accept the proposal. Any such communication may result in disqualification of the proposal from further consideration. Addenda may be issued during the Proposal period in response to queries received. Addenda will be sent in electronic format to all proponents who have received RFP packages. All addenda must be considered and acknowledged when responding to this RFP. Verbal answers are binding only when confirmed by written addenda.

The information contained in this RFP is supplied solely as a guideline for Proponents and is not guaranteed or warranted by the RDN to be accurate, nor is it necessarily comprehensive or exhaustive.

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the Scope of Services being requested. The RDN will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of the Proponent.

Further, the RDN is not liable for any costs incurred in the preparation of the proposals.

The Regional District of Nanaimo is subject to the provisions of *The Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the *Act* offers some protection for third party business interests, the Regional District cannot guarantee that any information provided to the Regional District can or will be held in confidence.

Further information regarding the specifications in this solicitation may be obtained from:

Colleen Jordan, Recreation ProgrammerTelephone:250-248-3252Email:cjordan@rdn.bc.ca

In the Programmer's absence, Proponents may contact:Hannah King, Superintendent of Recreation Program ServicesTelephone:250-248-3252Email:hking@rdn.bc.ca

1. INTRODUCTION & SCOPE

Definitions

Throughout this request for Proposal the following definitions apply:

"RDN" or "Regional District" means the Regional District of Nanaimo

"District 69" means the north area of the District receiving recreation services and includes the City of Parksville, Town of Qualicum Beach, and Electoral Areas E, F, G and H. (School District 69 is the same geographic region.)

"Proponent" means a qualified instructor or business that submits a proposal in response to this Request for Proposal

"Proposal" means a submission in response to this Request for Proposal

"RFP" means Request for Proposal

"Services" means the works requested to be performed as per this RFP

"Employee" means an employee, a subcontractor and its employees, volunteers or any other person under the Contractor's control and supervision or for which it is responsible in law.

Background Information

RDN Recreation and Parks is a department of the Regional District of Nanaimo, and provides recreation services mainly to District 69. The department is funded through a combination of property taxes, government grants and revenues derived from the sale of services.

Recreation and Parks Operating Philosophy

- We strive for **quality and excellence** in all that we do making optimal use of all available resources, accountable and a model of good government and public service.
- Individually, we reach for the highest levels of **professionalism** possible being knowledgeable, evaluating and improving our services and ourselves continually.
- We understand the importance of team and **teamwork** to our collective productivity, enjoying each other's talents and contributions and treating one another with respect.
- Above all, we are committed to **customer service** courteous, considerate, friendly, flexible and responsive at all times.

<u>Eligibility</u>

Potential proponents are not eligible to submit a proposal if current, past or other interests, in the Regional District's opinion, may result in a conflict of interest in connection with this project.

Invitation

The Regional District of Nanaimo invites qualified Proponents with the capabilities and experience to submit proposals to enter into an agreement for desk topping and design services for the Active Living Guide.

2. TERM AND GENERAL CONDITIONS OF ENGAGEMENT

Term of Engagement

It is the intention of the Regional District to enter into a three year agreement with the successful Proponent to provide services beginning June 1, 2015 to March 31, 2018 inclusive. Six guides in total.

Awarding of Contract

Verbal notice of approval will be given to the successful Proponent followed by the signing of the Recreation Contractor Services Agreement, which constitutes the formal agreement (see Appendix 1.)

Insurance

The Proponent shall maintain and provide evidence of a commercial general liability policy in an amount of not less than \$3,000,000, per occurrence. The Regional District of Nanaimo shall be named as an 'additional insured'.

Experience and Qualifications

A Proponent must meet the following minimum requirements to be considered for evaluation pursuant to this RFP:

- 1. Has necessary training, qualifications, experience and software equipment to perform the service.
- 2. Has provided graphic design services within the past three years in similar circumstances.
- 3. Demonstrates a commitment to providing quality and excellent design work, communicating professionally, and working in a collaborative manner.

3. SCOPE OF SERVICES

Services

The Proponent will be required to provide the following services:

- a. The production of the Active Living Guide including the design and layout with graphics, photos and advertising.
- b. Compile and convert program information received in text format to camera ready format.
- c. Design advertisements, send proofs to advertisers and place ads in the guide.
- d. Provide the Recreation and Parks Department with three complete proofs and provide changes as required.
- e. Liaise with printers on required set-up and forward guide in its finished format.
- f. Final product must be camera ready and colour separated, ready for printing.
- g. Work collaboratively with RDN personnel, printer and advertisers to produce the Active Living Guide.

The Regional District of Nanaimo agrees to monitor and evaluate contract effectiveness and success.

Annual Schedule

The following schedule will be required for each year of the agreement.

- Two 60 page guides are produced per year, Fall/Winter and Spring/Summer. This may be subject to change and if so, would be negotiated in discussion with contractor.
- Timelines are generally 5-7 weeks and are slated for the end of January and end of June. Both parties guarantee commitment to timelines and deadlines.
- The Recreation and Parks Department reserves the right to make final decisions related to changes in format, layout and design of the guide.
- Copy of Insurance within one month prior to commencing service.
- Annual planning and review meeting with Recreation Programmer.

4. PROPOSALS REQUIREMENTS

<u>Requirements</u>

Proponents must meet the following mandatory requirements to be considered for further evaluation:

- A cover letter shall be provided with the proposal clearly stating the understanding of the services to be provided. The letter must include the name(s) of the person(s) who will be authorized to make representations for the proponent, their title(s) and telephone number(s). The person signing the covering letter must be authorized to bind the proposer.
- 2. Two copies of the proposal must be submitted in a sealed envelope, clearly marked 'RFP for Graphic design services for the Active Living Guide, by mail or in person. Proposals must be received at the closing location by the specified closing date and time.
- 3. Proponents must respond to **all** the items listed below in the order they are presented:
 - a. **Company Profile and Contact**: A brief profile indicating the scope of practice and the range of activities performed. Identify the Proponent's contact person, mailing address, phone number and email address.
 - b. **Qualifications and Experience**: List the Proponent's current and past training, qualifications and experience. Describe your familiarity and experience with graphic design projects and working with print companies. Provide two examples of previous work.
 - c. **Service Delivery Approach**: Proposals must show a clear understanding of the work to be performed.
 - d. **Fee Proposal**: Proponents will provide price per page in quote for services. Include all related expenses.
 - e. **References**: Three references within the last three years. Include a contact name, telephone number and email address for each reference.

Proposal Evaluation Criteria

Proposals that comply with the mandatory requirements will be evaluated on the basis of the following criteria using the scoring grid outlined in Appendix 2.

Shortlisted Proponents may be required to attend a brief interview.

Appendix 1

RECREATION CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _______, 20____

BETWEEN:

REGIONAL DISTRICT OF NANAIMO Recreation and Parks Department 830 West Island Highway Parksville, BC, V9P 2X4

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Services") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on June 1, 2015 and ending on March 31, 2018, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor, for the Services, the amount, in the manner and at the times set out in Schedule 'B' attached hereto. The Contractor agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Contractor.

4. Independent Contractor

The Contractor will at all times be an independent contractor and not the servant, employee or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Protection of Personal Information

- i. The Contractor and any persons in their employ shall keep any personal information about advertisers. Personal information includes but is not limited to names, addresses, telephone numbers, and email addresses.
- ii. The Contractor and any persons in their employ shall only use personal information for the purposes of providing the Services and shall not under any circumstances use personal information obtained from providing the Services to sell services, products or wares to advertisers.
- iii. Where email addresses have been provided with the permission of a business for the purposes of communications related to the Services, the Contractor shall upon completing the three year term delete any advertisers' address information from their address book and records.
- iv. Where the Contractor collects third party information for the purpose of communications related to the Service, the information so obtained is the property of the Regional District and must be handled in accordance with any current legislation (Federal or Provincial) covering the protection and privacy of personal information.

7. Indemnity

The Contractor will indemnify and save harmless the Regional District from any and all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

9. Insurance

During the term of this agreement the Contractor will keep in full force and effect, and provide evidence of, a commercial general liability policy in an amount of not less than \$3,000,000, per occurrence.

The policy of insurance shall be endorsed to add the Regional District of Nanaimo as an additional insured and shall include a clause requiring 30 days notice to the Regional District should there be any material changes to the policy including cancellation.

10. Representations

This Agreement shall comprise all of the Terms and Conditions of the Services and no other representations either before or after the execution of this Agreement are of any effect.

11. Termination

Notwithstanding any other provision of this Agreement:

- a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement by giving written notice of termination to the Contractor.
- b) Either Party may terminate this Agreement at any time upon giving the other Party seven days notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any

amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

12. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

13. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

14. Miscellaneous

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

)

)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District:

Superintendent of Recreation Program Services

For the Contractor (signed by an authorized representative of the company):

)))) Title)

SCHEDULE "A"

SCOPE OF WORK

The Contractor shall provide the Services as outlined below:

- Produce two 60 page Guides per year, Fall/Winter and Spring/Summer. Guides must be available mid March and mid August. The Regional District reserves the right to change this schedule with reasonable notice. The Recreation and Parks Department reserves the right to make final decisions related to format, layout and design of the Guide.
- Compile program information from text format to camera ready format.
- Coordinate the production of the Active Living Guide including the design and layout with graphics, photos and advertising. Produce full colour cover design and back cover design. Produce a camera ready and colour separated, ready for printing product.
- Design advertisements, send proofs to advertisers and place ads in the guide.
- Provide three complete proofs and provide changes as required.
- Liaise with printers on required set-up and forward Guide in its finished format.
- Adhere to timelines and deadlines as outlined or negotiated with the Recreation and Parks Department.

The Regional District agrees to:

- Provide text and images.
- Adhere to timelines and deadlines as outlined or negotiated with the Contractor.

SCHEDULE "B"

PAYMENT

Upon completion of the program all administrative expenses will be accounted for and any agreed upon expenses such as photo credits. Upon receipt of an original invoice the Regional District agrees to pay the Contractor as agreed upon, plus GST (as applicable) as indicated below.

Payment by the Regional District to the Contractor will be upon receipt of an invoice from the Contractor for completed services.

a) Flat rate of \$ price per page.

Appendix 2

EVALUATION GRID FOR **Desk topping and design services for the Active Living Guide**

PROPONENT_____ DATE:_____

Criteria	Max. score	Proponent's score	Comments
Mandaton Critoria			
 Mandatory Criteria Cover letter completed and signed by person authorized to bind the Proponent to statements made in the submission. 			CIRCLE ONE: Y/N
 Sealed package containing two copies of the proposal. Proposal must be received at the closing location by the specified closing date 			CIRCLE ONE: Y / N
and time.	, ,	5	CIRCLE ONE: Y/N
Point-Rated Criteria			
 1. Company Profile and Contact Identifies scope of practice and the range of activities performed. Demonstrates credibility, professionalism and reliability. Proof of Insurance with minimum \$3,000,000.00 liability 	10		
 Qualifications and Experience Has provided relevant services within the past three years. Demonstrates an understanding of providing relevant graphic design services. Has necessary training, qualifications and experience Has the required resources to address the scope of the services. Demonstrates commitment to providing quality and excellence, communicating professionally and working collaboratively. Provided two examples of previous work. 	30		
 Service Delivery Approach Outlines a clear description of the work to be performed. Is in accordance with RDN Recreation and Parks mission statement and operating philosophy Suitable and creative approaches to providing service 	20		

 4. Fee Proposal Identifies proposed fees for service Competitive and appropriate fees for economics of D69 communities 	30	
 S. References Three references within the last three years 	100	