



**REQUEST FOR PROPOSALS
RFP-4420-17-SH**

2018 ACTIVITY GUIDE

**RESPONSES DUE:
February 8, 2018 prior to 2:30 PM Local Time
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501**

PURCHASING REPRESENTATIVE:

Susan Hyatt
susanh@gjcity.org
970/244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

SECTION I. ADMINISTRATIVE INFORMATION

A. ISSUING OFFICE: This Request for Proposals (hereinafter referred to as a RFP) is being issued by the Grand Junction Purchasing Division on behalf of the Parks and Recreation Department.

B. INTENT: It is the intent of this RFP to provide all prospective agencies with sufficient information to enable them to prepare and submit a Proposal for producing the 2018 Activity Guide. The Proposals will be reviewed for consideration by an evaluation team approved by the City of Grand Junction.

C. INQUIRES: All inquiries shall be made in writing via the e-mail address provided below. All responses reflecting a change in Proposal requirements will be made in writing in the form of an addendum. To be given consideration, inquiries must be received by the deadline stated in Section II.9, Tentative Calendar of Events. All addenda will be made in similar fashion, posted on BidNetDirect.com/Colorado and on the City's website.

Susan Hyatt

Email: susanh@gjcity.org

D. ADDENDA: All questions shall be submitted in writing to the appropriate person as shown in item C above. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be posted electronically through the City's website at www.gjcity.org/business-and-economic-development/bids and the Rocky Mountain Bid System at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.

E. SUBMISSION: Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on CD or USB Flash Drive**, placed in a sealed envelope and marked clearly on the outside "RFP-4420-18-SH Activity Guide." **THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC PDF DOCUMENT.** For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.

F. REJECTION OF SUBMITTALS: The City reserves the right to accept or reject any or all submittals received in response to this solicitation. The City further reserves the right to waive any informalities and/or minor irregularities in submittals received, if deemed to be in the best interest of the City.

G. WITHDRAWAL OF PROPOSAL: A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

H. PROPRIETARY INFORMATION: All submittals in response to this request become public record and become subject to public inspection. Any confidential information contained in your submittals **must be clearly identified** as such or it will not be treated as confidential or proprietary by the city and then only to the extent allowable by law in the Open Records Act. Unrestricted disclosure of proprietary or confidential information by the Advertiser places it in the public domain. Proprietary or confidential information is defined by the City to be any information that is not generally known to competitors and which may provide a competitive advantage. **SUBMITTALS IN THEIR ENTIRETY CAN NOT BE SPECIFIED CONFIDENTIAL OR PROPRIETARY.**

I. SUBMITTAL OWNERSHIP: All materials submitted with regard to this solicitation become the property of the City and will only be returned at the City's option.

J. OPEN RECORDS: Proposals shall be received and publicly acknowledged at the locations, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by such shall be treated as confidential by the City to the extent allowable by the Open Records Act.

K. EXPENSES: Expenses incurred by prospective respondents in preparation, submission, and presentation of this RFP are the responsibility of the respondents and cannot be charged to the City.

L. ASSIGNMENT: The selected advertising firm shall not sell, assign, transfer or convey any contract resulting from this RFP in whole or in part without prior written approval from the City. Any claims for payment due to the provider from the City under this contract may not be assigned to a bank, trust company, or other financial institution or bankruptcy trustee without the prior written approval by the City.

M. INDEMNIFICATION: The awarded Firm shall defend, indemnify and save harmless the City of Grand Junction, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, sub-consultant or supplier in the execution of, or performance under, any contract which may result from Qualification award. Firm shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

N. SALES TAX: The City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

O. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

P. Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.

Q. Assignment: The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

R. Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

S. Confidentiality: All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.

T. Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this RFP.

U. Contract: This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

V. Project Manager/Administrator: The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

W. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

X. Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

- X.a** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- X.b** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- X.c** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Y. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

Z. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

AA. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

BB. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

CC. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

DD. Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

EE. Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

FF. Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

GG. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

HH. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

II. Patents/Copyrights: The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

JJ. Remedies: The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

KK. Venue: Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

LL. Expenses: Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.

MM. Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

NN. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the City of Grand Junction budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise

past the end of the stated City of Grand Junction fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

OO. Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

PP. Gratuities: The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

QQ. Safety Warranty: Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

RR. OSHA Standards: All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

SS. Performance of the Contract: The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

TT. Benefit Claims: The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

UU. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

II. SCOPE OF SERVICES

1. Scope of Work: The successful offeror will provide services upon preflight, production and delivery of the seasonal Parks and Recreation Activity Guide. The Activity Guide is published three (3) times per year, and is currently 20 - 28 pages in length with full color glossy cover and full color newspaper for interior pages. Alternate bids are requested for an enhanced guide with #3 50# offset full color interior pages in addition to the front/back glossy cover. Alternates must be clearly noted and submitted on a copy of the Response Form marked plainly as "Alternate Proposal". The guide is created using InDesign and the file extension will be .INDD.

2. Product and Service: Proposals will be submitted in three parts. One for the current production method, a second proposal for an upgraded printing option, and a third for an online version. Please bid each area separately as noted on the response form per the specifications below. **NOTE: Hard copies of printed samples and electronic examples are required.**

3. Specifications:

3.1 Copy and Photos - The City will provide copy and photos by uploading a PDF and photo files to an appropriate upload portal.

3.2 Design - Each publication may require some layout and design clean-up upon preflight. An example of this clean-up would be if an image is off-center or if a registration color was used rather than black. The printer would be required to correct it. See tentative schedule for dates.

3.3 Proofs - Blueline Proofs and/or digital impress will be submitted and approved by Callie Berkson, Senior Administrative Assistant, Parks and Recreation Department, 970-254-3867. Preflight is preferred via upload portal.

3.4 Shipping - Depending on the season, a certain number of guides will be delivered to Parks and Recreation, 1340 Gunnison Avenue, Grand Junction CO 81501 and the remainder delivered to a chosen mailing service.

Guides shall be boxed in boxes weighing no more than 25 pounds. No shrink wrap or string shall be used.

4. Glossy Cover/Inside 35# Newsprint (1st Proposal/Current Method)

Quantity – 3,000 to 4,500

Color - 4 color process for cover and inside pages

Paper - Cover – 17.5 80# #2 Gloss Text (Heat-Set Process required). Inside 35# Newsprint

Size - 8.25" x 10.75" booklet; 7.75" wide x 10.25" high; BLEEDS: 1/2" larger on all 4 sides

Page Changes – Any charges associated with blueline proofing process need to be detailed and itemized on the bid form.

Fold - Saddle stitch

5. Glossy Cover/Inside #3 50# Offset (2nd Proposal)

Quantity – 3,000 to 4,500

Color - 4 color process for cover and inside pages

Paper - Cover – 17.5 80# #2 Gloss Text (Heat-Set Process required). Inside #3 50# Offset (Heat-Set Process required)

Size - 8.25" x 10.75" booklet. Size shall remain consistent for all proposals

Page Changes – Any charges associated with blueline proofing process need to be detailed and itemized on the bid form.

Fold - Saddle stitch

6 Online Version (3rd Proposal): An interactive online version of the guide shall be available approximately two (2) weeks prior to the mail date. An online version is utilized in conjunction with

all three printed versions. In addition, an online only guide is available for summer camp; this does not include a printed guide. Online version of the guide shall have hotspot capabilities and interactive features such as zoom, search, single/ multiple page view, share with friends, notes, PDF conversion, print, and other common web features. **It is required that the same web address be used for each season.**

7. Final Candidates: Final candidates may be asked to attend a meeting to discuss their proposal(s), give an oral presentation, and address general questions.

8. Tentative Timeline for Activity Guide Production (business days): The following is the anticipated production schedule expected once work begins.

- Parks and Recreation ships to printer with order information Day 1
- Parks and Recreation receives hardcopy blueline Day 3
- Parks and Recreation ships back to printer with changes Day 5
- Parks and Recreation receives hardcopy blueline w/changes Day 7
- Interactive online version live Day 12
- Guide is available for mailout at Parks and Recreation and by mailing organization (printer must make appropriate accommodations to ensure delivery in time) Day 20

9. Tentative Calendar of Events:

- Request for Proposal available January 24, 2018
- Inquiry deadline, no questions after this date January 30, 2018
- Addendum posted January 31, 2018
- Submittal deadline for proposals February 8, 2018
- Owner evaluation of proposals February 9–13, 2018
- Final selection February 14, 2018
- Contract execution February 16, 2018
- Work begins no later than February 26, 2018

SECTION III: SUBMITTAL AND RESPONSE REQUIREMENT

Submission: Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on USB Flash Drive or CD**, placed in a sealed envelope and marked clearly on the outside “**Activity Guide RFP-4420-18-SH**”. **The electronic copy shall be an exact reproduction of the original documents provided. All sections shall be combined into a SINGLE PDF DOCUMENT.** Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requests that proposals be formatted **A to F**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein. **Include information regarding your ability to follow the production schedule mentioned in Section II.8.**
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. References:** A minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.
- D. Response Form:** Provide a complete list of costs using Solicitation Response Form found in Section V. It is mandatory that this Form be used for all pricing offered, even if other documentation is included.
- E. Additional Data:** **Include hard copy samples of other Guides you have produced that are similar in size and scope AND include electronic examples.** Provide any additional information that will aid in evaluation of your qualifications with respect to this project. Failure to provide samples may be grounds for elimination.

SECTION IV: EVALUATION CRITERIA AND FACTORS

A Evaluation: An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

B Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources
- Quality of printed and electronic samples
- References
- Fees
- Ability to follow production schedule
- Samples of other similar Guides

C Interviews: The City may invite the most qualified rated proposers to participate in an interview process.

D Award: Firms shall be ranked or disqualified based on the criteria listed in Section IV.B. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION V: SOLICITATION RESPONSE FORM

RFP-4420-18-SH 2018 Activity Guide

Offeror must submit entire Form completed, dated and signed.

1. **Proposal #1 as specified in Section II.4** \$ _____
2. **Proposal #2 as specified in Section II.5** \$ _____
3. **Proposal #3 as specified in Section II.6** \$ _____

4. Insurance: Insurance in the amount of \$1,000,000 will be required from the awarded vendor with the City marked as additional payee.

The City reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms are Net 30.
- Prompt payment discount of _____ percent of the net dollar will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice.

5. ADDENDA: State number of Addenda received: _____.

Date: _____

Company Name

Authorized Representative

Authorized Representative Signature

Title

Address of Offeror

City, State, and Zip Code

Phone Number

Fax Number

E-mail Address of Agent

Cell Phone Number (if available)