

GRAPHIC DESIGN PROFESSIONAL SERVICES
Request for Qualifications (RFQ)
October 10, 2018

Lane Council of Governments (LCOG) intends to establish a pool of graphic design professionals that can be contracted with “as needed” for a variety of graphic and design services. Projects may include, but not be limited to: brochures, flyers, postcards, public outreach materials, logo design, web design, photo imaging, photography, document layout, print coordination, and general design consultation. Applications and uses by LCOG include, but are not limited to: advertising/marketing materials and media, reports, and web portal layout/design.

Submission Requirements

All submittals must include the following information for consideration:

1. Contractor Description and Qualifications: Provide contact information including applicable qualifications, relevant background, and work experience. Include information on your ability to comply with all items listed in Attachment A, scope of services, and any other relevant documentation.
2. Work Samples: Include three to five work samples for consideration. Hard copy, electronic copy, or links to work posted online is acceptable.
3. References: Provide at least three relevant client references.
4. Cost Information: Provide pricing information on Attachment B, Proposal Cost Form.

Submission Deadline:

Proposals must be received no later than October 30, 2018 at 5:00 PM. Statements of Qualifications may be emailed, mailed, or delivered to LCOG’s offices. Mailed or delivered statements of qualifications should be addressed to the attention of: GRAPHIC DESIGN RFQ RESPONSE. Emailed responses should use GRAPHIC DESIGN RFQ RESPONSE in the subject line.

Please submit to:

Howard Schussler
Government Services Division Director
Lane Council of Governments
859 Willamette, Suite 500
Eugene, OR 97401
hschussler@lco.org

LCOG Reception hours are 9 a.m. - Noon and 1 p.m. – 5p.m. M-Th, 1p.m. – 4 p.m. F

Selection: The most qualified vendors will be notified that they have been selected for inclusion in the pool and will be asked to sign an agreement with LCOG (see Attachment C).



Attachment A Scope of Services

1. Lane Council of Governments (LCOG) intends to establish a pool of graphic design professionals who can be contracted with “as needed” for a variety of graphic and design services. Projects may include, but not be limited to, brochures, flyers, postcards, public outreach materials, logo design, web design, photo imaging, photography, document layout, print coordination, and general design consultation.

2. Respondents submitting statements of qualifications should be able to demonstrate significant proficiency in the use of professional knowledge, skills, and abilities (KSAs), and some desired KSAs include the following:
 - Adobe Creative Suite (Photoshop, Illustrator, InDesign, and Acrobat)
 - Microsoft Office Suite (Word, PowerPoint)
 - Web design technologies
 - Ability to produce templates & stylesheets, including but not limited to the Bootstrap frameworks
 - Logo and icon design for web use

3. Upon a written request from LCOG for a graphic design project, the contractor will complete a written estimate including hourly rate, timeline, and not to exceed project cost amount. Hourly rates should be inclusive of all expenses, with the exception of printing and production costs. Work should not commence until the estimate is approved by LCOG.

4. Upon selection as a member of the pool and when accepted to perform a project, the contractor will sign an Agreement to Furnish Services (see sample on Attachment C).



Attachment B Proposal Cost Form

Pricing is requested as an all-inclusive hourly rate for services provided as described in Attachment A, Scope of Services. Pricing shall be inclusive of all expenses, with the exception of printing and production costs

Description	Price/Billable Rate
Basic Graphic Design	\$ _____ per hour
Complex Graphic Design	\$ _____ per hour
Photography	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour

Define Basic Graphic Design:

Define Complex Graphic Design:

All project quotes must be approved by LCOG before work begins.



Attachment C

CONTRACT

Lane Council of Governments

Personal Services Contract

To Provide Personal Services Relating To:

THIS AGREEMENT entered into by and between Lane Council of Governments, an organization of governments within Lane County, Oregon, hereinafter referred to as LCOG, and _____, hereinafter referred to as CONTRACTOR, whose address and telephone are _____. LCOG’s primary contact for this Contract (“Contract Administrator”) is _____.

NOW THEREFORE it is agreed that:

1. EFFECTIVE DATE; DURATION. The agreement term shall be effective _____, 2018, and continue until _____, 2018, or until terminated by either party with fifteen days written notice as outlined in Article 9. Unless terminated or extended, this Contract shall expire when LCOG accepts Contractor's completed performance or on _____ 2018, whichever date occurs first.

2. STATEMENT OF WORK. In accordance with the terms and conditions of this Contract, Contractor shall perform the services as scheduled (“Work”) and as set forth in LCOG’s project request and the terms set out in the contract estimate, dated _____, and incorporated herein by this reference, Attachment B.

3. CONTRACT DOCUMENTS. In the event of a conflict between or among the terms of this instrument, any proposal and/or request for proposals, the following order of precedence shall prevail: (a) this instrument, (b) the request for proposal, (c) the proposal. Nothing herein shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms contained herein or in LCOG’s request for proposal.

LCOG’s Request for Qualifications dated _____, 2018, is attached hereto as Exhibit “A” and incorporated herein by this reference.

4. CONSIDERATION. LCOG shall pay Contractor the sum of \$_____ for satisfactory accomplishment of the Work required by this Contract.

5. BILLING AND PAYMENT SCHEDULE. At least thirty (30) days prior to due date of payment, Contractor shall prepare and submit to **LCOG, ATTENTION: _____, 859 Willamette Street, Eugene OR, 97401**, an invoice of services rendered. Payment shall be made upon Contract Administrator's approval and acceptance of Contractor's completed Work described herein. Interim payments to Contractor for partial completion of tasks or services may be made only upon prior written authorization of LCOG's Executive Director.

6. AVAILABILITY OF FUNDS. LCOG has sufficient funds currently available and authorized for expenditure to finance costs of this Contract within LCOG's current fiscal period; provided, however, that continuation or extension of the Contract after the end of the fiscal period in which this Contract is written is contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future LCOG-approved budgets, LCOG may terminate this Contract without further liability by giving Contractor not less than 30 days' notice. In determining the availability of funds, LCOG may use the annual budget adopted for it by its Board of Directors.

7. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES & WITHHOLDING.

CONTRACTOR is not currently employed by LCOG, and will not be under the direct control of LCOG. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the LCOG as those terms are used in ORS 30.265. Contractor is not to be considered an officer, employee, or agent of LCOG for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. Neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits (including, but not limited to, Social Security, Public Employees Retirement System benefits (PERS), workers' compensation, and unemployment insurance benefits) that LCOG's provides its employees. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract.

8. ASSIGNMENT AND SUBCONTRACTORS. Contractor shall not assign, sell, subcontract, dispose of, or transfer rights, or delegate duties hereunder, either in whole or in part, without LCOG's prior written consent; provided, however, that money due to Contractor may be assigned, if LCOG is given written notice thereof, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of LCOG. LCOG may rescind this Agreement if an assignment is made without the prior written consent of LCOG. The rights hereunder may not be transferred or assigned by operation of law, change of control, or merger without the prior written consent of LCOG. In no instance shall LCOG's consent to an assignment of rights or delegation of duties relieve Contractor of any obligations

under this contract. Any assignee, transferee, or subcontractor shall be considered the agent of the Contractor and be bound to abide by all provisions of this Contract.

9. TERMINATION. The parties may jointly agree to terminate this agreement and upon the terms of such termination. LCOG may terminate this contract at any time for any reason or for no reason with any liability on its part, except to pay for services previously provided by giving CONTRACTOR 15 days written notice.

a. **Remedies.** (i) In the event of termination, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by LCOG, less previous amounts paid and any claim(s) which LCOG has against Contractor.

b. **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless LCOG expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to LCOG all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed. Upon LCOG's request, Contractor shall promptly surrender to anyone LCOG designates, all documents, research or objects, or other tangible things needed to complete the work.

10. FORCE MAJEURE. Neither party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a party's reasonable control and without the fault or negligence of the party. The affected party, however, shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. In the event of such delay, the party delayed shall give written notice of the delay and the reason therefor to the other party within 30 days after the delayed party learns of the delaying event. An extension of time for any such cause shall be for the period of duration of the cause. Delays under this paragraph shall not be the basis for additional compensation payable to the Contractor.

11. MODIFICATION. Any modification of the provisions of this Contract shall not be enforceable unless first reduced to writing and signed by both parties. A modification is a written document,

contemporaneously executed by LCOG and Contractor, which increases or decreases the cost to LCOG over the agreed sum or changes or modifies the Statement of Services or Delivery Schedule. Any such modification shall be effective only in the specific instance and for the specific purpose identified in the modification. In the event that Contractor receives any communication of whatsoever nature from LCOG that Contractor contends gives rise to any modification of this Contract, Contractor shall, within 15 calendar days after receipt, make a written request for modification to LCOG. Contractor's failure to submit such written request for modification in a timely manner is a basis upon which LCOG may refuse to treat said communication as a modification. In connection with any modification to the Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original Contract or any mutually approved modifications, then LCOG shall be responsible for payment of only those costs for which it has agreed to pay.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders applicable to the Work to be performed under this Contract. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, or regulations shall not relieve Contractor of these obligations or the requirements of this Contract. Without limiting the foregoing, Contractor shall comply with all state and local tax laws, including, but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318 during the term of this Contract. Contractor shall also comply with all federal, state, and local civil rights and rehabilitation laws prohibiting discrimination because of race, color, sex, national origin, religion, age, or disability, and shall comply with all applicable provisions of ORS 279A, 279B, and 279C relating to public contracts. The required contract conditions of ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235 are hereby incorporated herein by this reference and made binding upon LCOG's and Contractor. Contractor shall safeguard consumer personal information pursuant to ORS 646A.600 to 646A.628 (the Oregon Consumer Identity Theft Protection Act). The parties shall comply with any state or federal law or regulation specific to the funding source that supports this Contract.

13. REPRESENTATIONS AND WARRANTIES; STANDARD OF CARE. Contractor represents and warrants to LCOG that:

- a. If Contractor is an entity (as opposed to a natural person), Contractor is duly organized and validly existing, in good standing under the laws of the jurisdiction of its organization, and is duly qualified and authorized to do business, and is in good standing in all jurisdictions where it is required to be so qualified.
- b. Contractor has the legal power and authority to:
 - i. Transact the business in which Contractor is engaged and presently proposes to engage and
 - ii. Execute, deliver, and perform this Contract.

- c. Contractor has all licenses and permits necessary to perform the contract.
- d. The execution, delivery, and performance of this Contract by Contractor do not: e. Contravene any applicable provision of any law, statute, rule or regulation, or any order, writ, injunction, or decree of any court or governmental entity; ii. Conflict with or result in any breach of any agreement to which Contractor is a party; or iii. Violate any provision of any organizational documents of Contractor if Contractor is an entity (as opposed to a natural person).
- e. When executed and delivered, this Contract shall constitute the legal, valid, and binding obligation of Contractor enforceable in accordance with its terms, except to the extent that the enforceability may be limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- f. Contractor has complied with all state and local tax laws, including, but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318.
- g. The Work under this Contract shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill, and diligence ordinarily exercised by members of the profession currently practicing under similar conditions.

The warranties as to standard of care set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

14. OWNERSHIP OF WORK PRODUCT. Contractor is an independent contractor for purposes of determining whether Contractor's work product is "work made for hire" under provisions of the U.S. Copyright Act, 17 U.S.C. §§ 101 - 810. If Contractor's work meets the definition of a work made for hire by an independent contractor, then the work shall be considered a work made for hire and LCOG shall be deemed the work's author. If Contractor's work does not meet the definition of work made for hire by an independent contractor, then Contractor hereby irrevocably assigns and transfers to LCOG all rights, title, and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor waives and releases all rights relating to the use of the work described in or encompassed by the Statement of Work of this Contract, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by LCOG or others for purposes outside the scope of the Statement of Work of this Contract shall be without liability to Contractor. If Contractor is an architect providing professional architectural services, any plans, drawings, and other work product produced within the scope of work of this contract are the property of the Contractor; by execution of this Contract, Contractor grants LCOG an exclusive and irrevocable license to use that work product.

15. INDEMNITY. The CONTRACTOR agrees to release and shall indemnify, defend, and hold harmless LCOG, its officials, employees, agents, and volunteers from and against any and all claims, costs, damages, lawsuits, penalties, liens, losses, and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, including reasonable attorney fees and costs at trial and on appeal, arising from the willful misconduct or negligent acts, errors or omissions of the CONTRACTOR and/or its agents, employees, or subcontractors associated with the Work.

16. INSURANCE. Contractor, at Contractor's own expense, shall provide all insurance called for in Appendix A Insurance Coverage Required. As evidence of the insurance coverage required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: **LCOG, ATTENTION:** _____, **859 Willamette Street, Eugene Or., 97401**. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.

CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify LCOG, of any material reduction or exhaustion of aggregate limits. Should any policy be cancelled before final payment to LCOG and should CONTRACTOR fail to immediately procure other insurance as specified, LCOG reserves the right to procure such insurance and charge CONTRACTOR for the cost thereof. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, LCOG reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.

17. LIMITATION OF LIABILITIES. Neither party shall be liable in contract, tort, strict liability, warranty or otherwise for (i) any special, indirect, incidental, consequential or non-economic damages resulting from or in any way related to this Contract, such as, but not limited to, delay, disruption, loss of product, cost of capital, loss of anticipated profits or revenue, or loss of use of equipment or system, or (ii) any damages of any sort whatsoever arising solely from the termination of this Contract in accordance with its terms; provided, however, the provision of this paragraph do not apply to liability arising under or relating to Section 9(e)(ii)(Termination) or Section 15 (Representations and Warranties; Standard of Care).

18. RESPONSIBILITY FOR PAYMENT OF DAMAGES - Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR's responsibility for payment of damages resulting from CONTRACTOR's operation under this contract.

19. NOTICE. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or LCOG at the address or number as identified herein above, or to such other addresses or numbers as either party from time to time may designate in writing. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against LCOG, such facsimile transmission must be confirmed by telephone notice to the Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

20. NO THIRD PARTY BENEFICIARIES. LCOG and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

21. CONFLICT OF INTEREST. Contractor hereby represents that no employee of LCOG, or any partnership or corporation in which an LCOG employee has an interest, will, or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

22. SURVIVAL. Expiration shall not extinguish or prejudice LCOG's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured. All representations, indemnifications, warranties, and guarantees made in, required by or given by the Contractor in accordance with this Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to the Contractor, completion of the Work, and termination or completion of the Contract.

23. DISPUTE RESOLUTION. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency. If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

1. The location of the arbitration shall be in Eugene, Oregon;
2. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
 - a. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and,
 - b. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

24. CAPTIONS. The captions or headings in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

25. ENTIRE AGREEMENT. This Agreement and any attachments hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings or agreements, whether oral or written, that are not expressly set forth within the four corners of this Agreement are hereby deemed waived, superseded, and abandoned.

26. WAIVER. Failure of LCOG to enforce any provision of this contract shall not constitute a waiver or relinquishment by LCOG of the right to such performance in the future nor of the right to enforce that or any other provisions of this contract.

27. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

28. WHISTLEBLOWER PROTECTION. The CONTRACTOR shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5, which provides protection for employees of non-federal employers including employees of state and local governments, contractors, subcontractors, recipients, and any other non-federal employers receiving Recovery Act fund recipients, making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall post notice of employees' rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and shall include this notice requirement in all contracts with subrecipients, contractors, and subcontractors.

AGREED TO BY THE PARTIES HERETO:

CONTRACTOR

LANE COUNCIL OF GOVERNMENTS

AUTHORIZED SIGNATURE

BRENDALEE WILSON
EXECUTIVE DIRECTOR

Date

Date

Tax ID # OR Social Security #: _____

**APPENDIX A
INSURANCE COVERAGE REQUIRED**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of LCOG as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

___ **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES

LIMITS

___ Explosion & Collapse

___ \$2 million per occurrence

___ Underground Hazard

___ Oregon Tort Claim limits currently at \$1 million combined single limit per accident or occurrence;

\$2 million all claimants per accident or occurrence (aggregate)

___ Products/Completed Operations

___ Other

___ Contractual Liability

___ Broad Form Property Damage

___ Owners' & Contractors' Protective

FORM

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by LCOG.

___ **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below.

LIMITS

___ \$2 million combined single limit per accident for bodily injury and property damage

___ Sufficient under the Oregon Tort Claims limits

\$1 million combined single limit per accident or occurrence

\$1 million all claimants per accident or occurrence (aggregate)

___ **PROFESSIONAL LIABILITY** insurance – with limits not less than \$1 million per occurrence.

___ **ADDITIONAL INSURED CLAUSE** The general and auto liability insurance coverages required for performance of this contract shall be endorsed to name LCOG and its board, officers, agents, and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to LCOG. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

___ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractors hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY ___ Limits of \$500,000.

___ **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

**Any questions concerning insurance and indemnity should be
directed to LCOG Human Resources at 541-682-4502.**