

June 28, 2021

The City of Jackson Public Arts Commission is accepting proposals for **CREATIVE PROFESSIONAL SERVICES** to develop a new logo design for use in identifying, branding, promoting and marketing the City of Jackson.

Interested firm shall submit three (3) bound copies, and one (1) electronic copy (PDF format) USB copy no later than **Thursday, July 15, 2021, 3:00 pm** to:

Shelly Allard, Purchasing Coordinator
City of Jackson Purchasing Department
161 W. Michigan Avenue
Jackson, MI 49201
sallard@cityofjackson.org

Questions shall be directed to Shelly Allard.

The City of Jackson reserves the right to cancel or reissue the RFQ. Selection may include a sole entity, teams or none based on responses. Negotiations may be undertaken with the respondent(s) whose proposals and other factors show them to be qualified, responsible and capable of performing the work which is most advantageous to the City of Jackson.

Completion date of Friday, September 17, 2021.

The submission shall include the following:

- a. Cover letter and introduction including the name of the firm, address, and the name and contact information of the person(s) authorized to represent the company regarding all matters related to the proposal.
- b. Information on the firm and the firm's qualifications, capabilities, staffing, areas of services, years in business, etc.

- c. Resumes and qualifications of the individual(s) who will be performing the work, including:
- Name
 - Address, telephone number, fax number, email address
 - Resources available to assist in performing design duties
 - Education
 - Experience
 - Current projects they are working on
 - Any special qualifications, licenses or certifications held by the firm and/or individual(s).
- d. References, a minimum of three (3), outlining scope of services, project description, and cost.
- e. Proposed approach to the project development and design, outlining schedule, meetings, critical tasks, and other information that demonstrates how the firm intends to manage the overall project design and administration. This information should include the staff assignment(s) for each step and/or task identified in the vendor's work plan.

To assist respondents in refining proposals, the following is an example of an approach firms might utilize as a basis for figuring their time & labor:

Kickoff meeting to discuss ideas that will be the basis for creative direction.

Presentation of (5) initial type/design/color logo executions for evaluation.

Presentation of (2) refined logo designs for evaluation.

Presentation of (1) finished logo and corporate ID with example applications:

- Business Card, Letterhead, invoicing and #10 Business Envelopes.

- Maintenance vehicle door decal.

- Website & PowerPoint application.

Finished computer files will be delivered to the OCWRC for the printer of their choice.

- f. Other pertinent information
- g. Proof of insurance, by either copy of the certificate of declaration page, for general liability and professional responsibility/errors and omission insurance policies currently in place and related to providing design and planning services. All insurance policies must be issued by companies authorized to do business under the laws of the State of Michigan.
- h. The proposed fees for the Project. Identify the basic services included in your fee; any additional services and additional costs not included in your basic fee; and any

reimbursable expenses with the applicable reimbursable rates. Provide a best estimate of what the reimbursable expenses costs would be.

- i. New logo designs must have City of Jackson, Circle Design, 1829 and no use of Andrew Jackson.
- j. The logo design must work well across any number of applications ranging from printed materials (i.e. letterhead stationery, presentation materials, invoicing), promotional items (i.e. placards, reports, banners, and television), vehicle identity, and website identity to external site signage.
- k. Ownership of Design Documents. The Construction Documents, and any other drawings, specifications, designs, plans and other documents, prepared by or on behalf of the Owner and/or the Contractor shall be deemed the property of the Owner. Neither the Contractor, nor the Contractor's Architect or any other party, shall own or claim a copyright in such documents, and the Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them shall be returned or suitably accounted for to the Owner upon completion of the Project. The preceding documents and copies thereof are to be used by the Owner solely with respect to the completion of the Project or for any additions, improvements, changes or alterations to the Project after its completion; provided, however, the Owner shall indemnify the Contractor and the Contractor's Architect from any liability which may arise from the misuse or incorrect use of such documents by the Owner. Such documents are not to be used by the Contractor on other projects or for any other purpose without the prior written consent of the Owner. The Contractor is granted a limited license to use and reproduce applicable portions of such documents appropriate to and for use in the performance of the Contractor's services under this Agreement. Submittal or distribution to meet official regulatory requirements in connection with this Project is not to be construed as publication in derogation of the Owner's copyright or other reserved rights.

EVALUATION OF PROPOSALS

A. PRIOR EXPERIENCE AND REFERENCES

Provide (5) references from similar projects within the last 2 years as well as samples and description of related experience.

B. BASIS OF FEE

Provide how you arrived at your fee for this project.

C. Criteria for Selection

Selection will come from the City of Jackson Public Arts Commission with choosing a finally two for City Council to choose from.

D. CAPABILITY AND QUALIFICATIONS (30%)

At a minimum, interested vendor must provide a portfolio of similar projects that demonstrate his/her creative ability.

E. APPROACH AND WORK PLAN (40%)

At a minimum, interested vendor shall offer a work plan that includes all the elements necessary to executing this project. Submission should detail not only the work plan, but also how the interested vendor shall execute his/her work plan. Specifically, interested vendor shall provide the steps associated with the defined time-line as well as offering detail regarding staff responsibilities associated with the steps and/or tasks.

F. EXPERIENCE AND REFERENCES (20%)

At a minimum, interested vendor shall provide names and contact information of customers with similar projects as detailed above.

APPENDIX A
CITY OF JACKSON
STANDARD TERMS AND CONDITIONS
FOR
PROFESSIONAL SERVICE AGREEMENT
FOR
CREATIVE PROFESSIONAL SERVICES

These Standard Terms and Conditions for Professional Service Agreement (Standard Terms) are incorporated into the Contract for Professional Services between City of Jackson (Owner) and the undersigned, Professional Service Provider (PSP) and are to be part of said Owner - PSP Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a Owner - PSP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amount identified in PSP's proposal dated _____, 20____, (Proposal) constitutes a NOT TO EXCEED Contract dollar amount and shall be deemed full remuneration for all professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in the Proposal and the Owner's Request for Proposal (RFP) dated _____, 20____. Said RFP is hereby incorporated by reference as if set forth in full and shall be deemed part of the Standard Terms.

1. **SERVICES:** The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFP.
2. **COMPENSATION:** In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Proposal in accordance with the terms of payment set forth herein.

In consideration of any extra or additional services provided by PSP that are beyond the scope of the RFP and Proposal, Owner shall reimburse PSP on a time and material basis for all actual and reasonable labor and out-of-pocket expenses. Provided however, preliminary cost estimates for providing extra or additional services shall be presented to the Owner for review and written approval prior to performance by PSP.

3. **TERMS OF PAYMENT:** Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same. Pursuant to Charter Section 2.15, Owner may deduct from the amount paid to PSP any invoices, judgments, or taxes currently owed by the PSP that are delinquent.

4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by Owner of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to Owner. The PSP will provide general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSP does not guarantee the performance of the contractor(s) by PSP's performance of such construction observation. Provided, however the PSP is responsible to promptly notify the Owner of substandard performance by the contractor(s) that PSP knew or should have known was unacceptable. The PSP's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSP shall have authority on behalf of the Owner to reject work by the contractor(s) which does not conform to Contract Documents.
6. **INSURANCE:** Where Owner requires that project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSP as an additional insured. Owner shall require Contractor(s) to submit certificates evidencing proof of such coverage directly to PSP who shall be responsible for ensuring required language is included in Owner's contract documents to satisfy this requirement.

The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP.

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$500,000 for each occurrence. Commercial General liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

The PSP shall demonstrate a valid Worker's Compensation and Employer's Liability Insurance coverage, as required by the State of Michigan, is in force for all its employees.

All insurance policies shall be issued on an occurrence basis by financially responsible insurance companies licensed or approved by the State of Michigan and acceptable to the Owner.

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.
8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.
9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.
10. **OWNER OBLIGATIONS:** Owner shall at no cost to PSP:
 - A. Provide all information to PSP as identified in the RFP.
 - B. Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
 - C. Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.
 - D. Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
 - E. Furnish to PSP prior to any performance by PSP a copy of any engineering, design, and construction standards which Owner shall require PSP to follow in its performance of services under the Contract.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, PSP expressly agrees to indemnify, defend and hold Owner harmless against all claims, suits, damages, expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from PSP's performance of this Contract, based upon any act or omission, negligent or otherwise, of PSP or any employee, subcontractor or other person acting on PSP's behalf in connection with or incident to this contract or the work to be performed hereunder. PSP shall not be obligated to indemnify Owner for the Owner's own negligence. PSP's obligation to indemnify, hold harmless and defend Owner shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities provided by law.
12. **VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT.** This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Jackson Code of Ordinances ("the Code"). This contract or agreement is also voidable or rescindable if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.
13. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Michigan.
14. **NO ASSIGNMENT:** Neither party shall assign its rights, interests or obligations under the Contract without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
15. **NO WAIVER:** The failure of either party to enforce, at any time, the provisions of the Contract shall not constitute a waiver of such provisions or the right of Owner or PSP at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
16. **VENUE:** The parties agree that any action relating to the Contract shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan, and each party waives the right to change of venue.
17. **NEGOTIATED:** It is agreed by the parties hereto that the Contract is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of the Contract.
18. **CONFLICTING TERMS.** If any term or provision of these Standard Terms and Conditions are in conflict with the Proposal/Contract Agreement between the parties, or any addendum thereto, the provisions or terms of the Standard Terms and Conditions shall control.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement. This Agreement may be amended only by a written instrument signed by the PSP and the Owner.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the _____ day of _____, 20_____.

Project Identification: **CREATIVE PROFESSIONAL SERVICES**

Professional Service Provider, (PSP)

(Type Name of Company)

By _____

Witness

Its _____

City of Jackson, (OWNER)

By _____

Witness

Its _____

Approved as to Substance

Approved as to Form:

Jonathan Greene, City Manager

Matthew M. Hagerty, City Attorney

