

**REQUEST FOR PROPOSAL (RFP)**  
**INITIAL BRANDING AND ONGOING GRAPHIC**  
**DESIGN**

**Issued by**  
**WEST VALLEY SOLID WASTE MANAGEMENT**  
**AUTHORITY**

**March 7, 2023**

**NOTE: Each interested party must register**  
**through email.**

## **TABLE OF CONTENTS**

<b>SECTION 1: INTRODUCTION &amp; PURPOSE OF THE REQUEST FOR PROPOSAL....</b>	<b>1</b>
<b>SECTION 2: SCOPE OF WORK .....</b>	<b>1</b>
<b>SECTION 3: QUALIFICATIONS.....</b>	<b>2</b>
<b>SECTION 4: PROPOSAL GUIDELINES .....</b>	<b>3</b>
<b>SECTION 5: SPECIFIC PROPOSAL CONTENT .....</b>	<b>4</b>
<b>SECTION 6. EVALUATION PROCESS.....</b>	<b>5</b>

Attachment A. Sample Agreement

## Section 1: Introduction & Purpose of the Request for Proposal

West Valley Solid Waste Management Authority (Authority) is requesting proposals for initial branding and graphic design to enhance and distinguish their image to better express their mission, develop and maintain consistent communication across all solid waste organizations to build understanding of each role, and to develop comprehensive marketing campaigns with cohesive messaging. The Authority does not currently have a municipal identity/brand, which often causes confusion to the public surrounding the role the Authority plays in the solid waste structure. The current web presence has limited functionality with much of the content being text heavy and difficult to navigate. In addition, the Authority, in coordination with West Valley Collection & Recycling (WVCR), is tasked with rolling out a wide-ranging outreach program with cohesive branding and messaging to effectively educate Customers. The purpose of this RFP is to build and establish a contract through competitive negotiation with a qualified Consultant. To meet our goals, the Consultant needs solid experience in municipal identity/branding and brand roll out to assist in recreating the image and presence of the collaborative efforts between the Authority and WVCR under West Valley Recycles, including development of a website and logo; as well as traditional marketing, including development of print and media materials while evaluating alternative delivery mediums. The Authority is seeking a Consultant with an interest in developing an ongoing relationship to perform initial branding and design with continued graphic design as needed. The Authority Board of Directors reserve the right to award Contracts for these services to multiple Providers and to award Contracts for none, all, or any portion of the services requested herein.

## Section 2: Scope of Work

- A. **General.** The Authority seeks to contract with a branding and graphic design firm or individual to develop an initial branding and manage ongoing graphic design projects. Graphic design services are needed for projects such as logo development, website design, educational print collateral, and brochures. Consultant shall be versatile in using graphic tools and shall submit samples of designs with the proposal. The primary goals/objectives to be achieved by the branding initiative include, but are not limited to:
1. **Community Identity**– Identify and promote West Valley Recycles. West Valley Recycles should have their own branding that expresses the mission and values that is represented within the collaborative work of the Authority and WVCR.
  2. **Uniformity** – The brand should convey a common message and image to audiences. A defined message that will market the Authority and WVCR locally under one brand; a community focused on sustainability and conservation. All brands must work together to form unified messaging but should not lose all individual identity and character in the process.
  3. **Flexibility** – The brand must be flexible and adaptable to meet the Authority's needs as additional deliverables are needed, while maintaining consistency with the overall brand. It must also be flexible enough to grow and evolve along with any changes in the industry.
- B. **Consultant Responsibilities.** On all graphic design services, Consultant shall:
1. Collaborate with Authority's Review Subcommittee to establish art direction and concept design, design and production, project management, and editing. Timelines and final designs will be approved by the Authority's Review subcommittee.

2. Have the ability to complete graphic art, design work, and page design with original and stock artwork.
3. Conceptualize, design, and deliver time-sensitive graphic design material in print and web-based formats to include:
  - a. **Logo** — complementary to branding
  - b. **Website** — redesign and merging of WVCR and Authority’s current websites
  - c. **Signage** — truck signs and enclosure signs
  - d. **Print** — brochures, posters, fliers, container stickers, service guides, door hangers, postcards
  - e. **Digital** — graphic content/visualizations
  - f. **Advertising** — digital and print
  - g. **Newsletter templates** — with flexibility for continued use by Authority
  - h. **Other projects as needed.**
4. Certify images, illustrations, or wording submitted are copyright free without violation of any copyright law, if materials and graphics utilized are not 100% original.
5. Have the capacity to engage deeply for the first six months with a continued long-term relationship on a year-to-year basis thereafter to maintain and produce new products as needed.
6. Relinquish all intellectual property rights upon acceptance of each design or concept to Authority.

### Section 3: Qualifications

Consultant must possess the following qualifications:

- A. Minimum of five (5) years’ experience providing the services described in this RFP.
- B. Able to work effectively, often under tight deadlines, and deliver a quality product in a professional manner.
- C. Demonstrate a solid understanding of the scope and nature of the work, as well as outstanding technical expertise and excellence in customer service.
- D. Able to work in a variety of file formats as needed that provide flexibility for easy modifications by the Authority or WVCR in-house.

## Section 4: Proposal Guidelines

### A. Program Schedule

Action Item	Delivery Date
RFP Issued	March 7, 2023
Deadline for Receiving Final RFP Questions	March 13, 2023
Deadline for Issuing Final RFP Answers	March 17, 2023
Deadline for Proposals	March 31, 2023
Anticipated Proposal Review Completed	Week of April 28, 2023
Anticipated Start Date	May 15, 2023

B. **Interested Party Registration.** All Consultants must register as an interested party through email providing contact information. Registration is essential to receive any addendums, clarifications, attachments or responses to questions submitted.

C. **RFP Questions.** RFP contact and email address for questions about the proposal process, technical issues, or the scope of service:

Sara Parral, West Valley Solid Waste Management Authority [wvswma@hfh-consultants.com](mailto:wvswma@hfh-consultants.com).

All Consultants may submit written questions regarding the RFP or the RFP Process. All communications are to be emailed only to the RFP Contact Person listed above. No questions will be accepted after March 13, 2023, 12:00pm. The final responses will be e-mailed no later than March 17, 2023, 5:00pm. All answers issued in response to such questions become part of the RFP.

D. **Proposal Format.** Please use fonts no smaller than 11 points. Maximum proposal length including title page, cover letter, proposal, qualifications, and costs should not exceed 30 pages. Resumes and work samples can be included as attachments and do not count toward the page limit.

### E. Submission of Proposal.

Proposals must be e-mailed to the RFP Contact Person, Sara Parral, at [wvswma@hfh-consultants.com](mailto:wvswma@hfh-consultants.com) on or before March 31, 2023, 12:00pm. **Proposals received after this date and time will not be considered.** A receipt will be issued for all proposals received.

Consultants must review all elements in their final proposals. Once received, proposals cannot be altered; however, the Authority reserves the right to request additional information for clarification purposes only. Proposals will be accepted via e-mail for this RFP.

## Section 5: Specific Proposal Content

Please include the following information in your proposal in the order shown below:

1. **Title Page.** Include the following information on the title page: West Valley Solid Waste Management Authority, Proposal for Initial Branding and Ongoing Graphic Design, your company name, address, web site address, telephone number, e-mail address, and primary contact person.
2. **Cover Letter.** Signed by the person or persons authorized to sign on behalf of the company. Please state the length of validity of your proposal.
3. **Executive Summary.** Describe the features, benefits, and uniqueness of your services. Please include the length of time you feel it would take to deliver the completed project, from the day of signing the contract to completion, not including ongoing services.
5. **Firm Introduction.** A presentation of the individual or entity, including the structure of the Consultant or resume for sole practitioner. State the length of time the Consultant has been in business, the type of graphic design services provided, and summarize Consultant's relevant background and experience. This section should also address the candidate's qualifications and ability to deliver materials needed, as outlined above.
6. **Qualifications.** Provide the information requested in Section 3. Additionally, Provide three examples of relevant past projects or a portfolio of prior work and materials pertinent to providing the services. Work samples can be provided via website link and/or as attachments, and will not count toward the page limit.
7. **Project Staffing.** Please describe the qualifications of the individuals proposed to perform the work on the project. Resumes can be included as an attachment and will not count toward the page limit.
8. **References.** Please provide three or more project references for similar work performed by the Consultant. At least three of the references should match the work samples provided. For each reference, please provide the following:
  - a. short description of the project
  - b. name of the client
  - c. contact information for the client, including email and phone number
  - d. short statement describing budget adherence
  - e. short statement describing schedule adherence
- D. **Project Schedule** – Provide a project schedule detailing the time requirements for each major step or phase of the project including logo design, website redesign, and estimated timeline on various print collateral production.

9. **Costs.** Proposals shall clearly state fees and expenses to be charged in the performance of the services. Consultant shall include the hours by staff (showing billing rates) anticipated for the items requested in Section 2 Scope of Work.

**If based on an hourly rate,** provide the hourly rates to be charged for each individual who would be assigned to provide services. Alternatively, provide a blended rate for the delivery of all services. Include Consultant's standard hourly rate(s) for on-call work that will be performed during the first year of the contract.

**Provide an explanation if fees** will be calculated on any other basis. Itemize the type of expenses (other than fees) for which the Consultant would seek reimbursement.

## Section 6. Evaluation Process

The review process shall be conducted in three stages. Although it is hoped and expected that a Consultant will be selected as a result of this process, the Authority reserves the right to discontinue the procurement process at any time.

- A. **Stage 1. Preliminary Review.** A preliminary review of all proposals submitted by the deadline listed in the Program Schedule (see Section 4) will be performed to ensure the proposal materials adhere to the requirements specified in the RFP. Proposals that meet the requirements will be deemed qualified. Those that do not, shall be deemed non-qualified. Non-qualified proposals will be rejected.
- B. **Stage 2. Evaluation Committee Review.** All qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. The Review Committee shall be comprised of the Authority staff and other individuals designated by the Authority. The Review Committee shall evaluate each Consultant's proposal using the below criteria.
- C. **Stage 3. Evaluation.** For this RFP, proposals will be evaluated by the Authority using the following criteria:
1. Introduction and ability to conceptualize, design, and deliver materials based on the needs presented in the scope of work.
  2. Qualification and technical approach including responses to estimated timeline, references, and examples of quality.
  3. Fiscal evaluation including cost analysis and project budget.

# EXHIBIT A: SAMPLE AGREEMENT

---

## WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY AGREEMENT INTIAL REBRANDING AND ONGOING GRAPHIC DESIGN SERVICES

THIS AGREEMENT is dated this \_\_\_\_\_ and is made by and between the WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY, a California joint powers authority, (“Authority”) and {Insert Consultant Name}, a {Insert business structure}, (“Consultant”).

### Section 1. Recitals

- 1.1 The Authority desires to engage Consultant to provide initial branding and ongoing graphic design services to the Authority.
- 1.2 The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

### Section 2. Agreement

- 2.1 Scope of Services. Consultant shall provide services as described in Consultant’s Proposal sent to the Authority on {Insert Date}, which is hereby incorporated by reference and attached as Exhibit {Insert Exhibit Page Number}.
- 2.1 Time of Performance. Consultant shall perform the services described in this agreement in accordance with the Proposal and as directed by the Authority.
- 2.1 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws. Consultant represents and warrants to Authority that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession.
- 2.1 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement. Rob Hilton shall act as the Executive Director for the Authority.
- 2.1 Information/Report Handling. All documents furnished to Consultant by the Authority and all reports and supportive data prepared by the Consultant under this Agreement are the Authority’s property and shall be delivered to the Authority upon the completion of Consultant’s services or at the Authority’s written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Authority to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Authority without the written consent of the Authority before such release. The Authority acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Authority’s use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Authority’s risk, unless Consultant expressly consents to such use in writing. Authority further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.



## EXHIBIT A: SAMPLE AGREEMENT

---

- 2.1 Compensation. Compensation for Consultant's professional services shall be paid on a time and material basis in accordance with the Compensation Schedule attached hereto as Exhibit {Insert Exhibit Number}. Payment shall be based upon Authority approval of each task. Compensation for the approved scope of work for branding and initial graphic design will be paid by WVCR. Any additional work performed outside of the approved scope of work will be paid by the Authority.
- 2.1 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents, or other pertinent materials shall be submitted for Authority review, even if only in partial or draft form. Additional Consultant billing information is provided in Exhibit {Insert Exhibit Number}.
- 2.1 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Authority at the Consultant's offices during business hours upon written request of the Authority.
- 2.1 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Authority.
- 2.1 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Authority. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Authority employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.1 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### Section 3. Insurance and Indemnification

3.1 Minimum Scope of Insurance:

- A. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million

## EXHIBIT A: SAMPLE AGREEMENT

---

dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- B. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- C. Consultant shall provide to the Authority all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Authority before work commences.
- D. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

### 3.2 General Liability:

- A. The Authority, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- B. The Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees, or volunteers.
- D. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.3 All Coverages. Each insurance policy required in this item shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Authority by Consultant.

3.4 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Authority before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.5 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Authority its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs,

# EXHIBIT A: SAMPLE AGREEMENT

---

or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, agents, or subconsultants.

## Section 4. General Terms

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Authority and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Authority all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Authority shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Authority bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Authority and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

If to Authority:

WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY

Attn: \_\_\_\_\_

18041 Saratoga-Los Gatos Road

Monte Sereno, CA 95030

If to Consultant:

{Insert Consultant Name}

Attn: \_\_\_\_\_

{Insert Consultant Address}

## EXHIBIT A: SAMPLE AGREEMENT

---

or personally delivered to Consultant or Authority to such address or such other address as Consultant or Authority designates in writing.

4.6 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.6 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Authority and Consultant. No terms, conditions, understandings, or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the parties to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Authority and Consultant have executed this Agreement.

West Valley Solid Waste  
Management Authority:

{Insert Consultant Name}:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibits: