

**REQUEST FOR
PROPOSAL**

**Monroe County
Water Authority**



**CUSTOMER PORTAL & WEBSITE
REDESIGN**

March 2019

Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

The Monroe County Water Authority (the “Authority”) is soliciting proposals from experienced web application firms in creating contemporary communications platforms to meet current customer expectations for quick, detailed and effective account information, input and a payment portal providing for on-line payments with feedback regarding success of payments and enhanced intuitive web-site navigation. Prospective Proposers must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of this Request for Proposal (“RFP”).

In responding to this RFP, Proposers must follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing the Authority with comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the Authority’s review and evaluation process.

1.2 RFP Procurement Officer

The RFP Procurement Officer identified below is the only point of contact regarding this RFP from the date of issuance until the selection of the successful Proposer.

Thomas J. Uschold
Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610
Fax: (585) 442-0220
E-mail: tom.uschold@mcwa.com

1.3 Presentation and Clarification of the Authority’s Rights and Intentions

The Authority intends to enter into a contract with the selected Proposer to supply the services described in Section 2. However, this intent does not commit the Authority to award a contract to any responding Proposer, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The Authority reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the Authority to do so; and (b) award one or more contracts to one or more qualified Proposers if necessary to achieve the objectives of this RFP (if it is in the best interest of the Authority to do so).

This engagement envisions an initial contract of two (2) years with the option to renew for up to three (3) additional one year terms.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

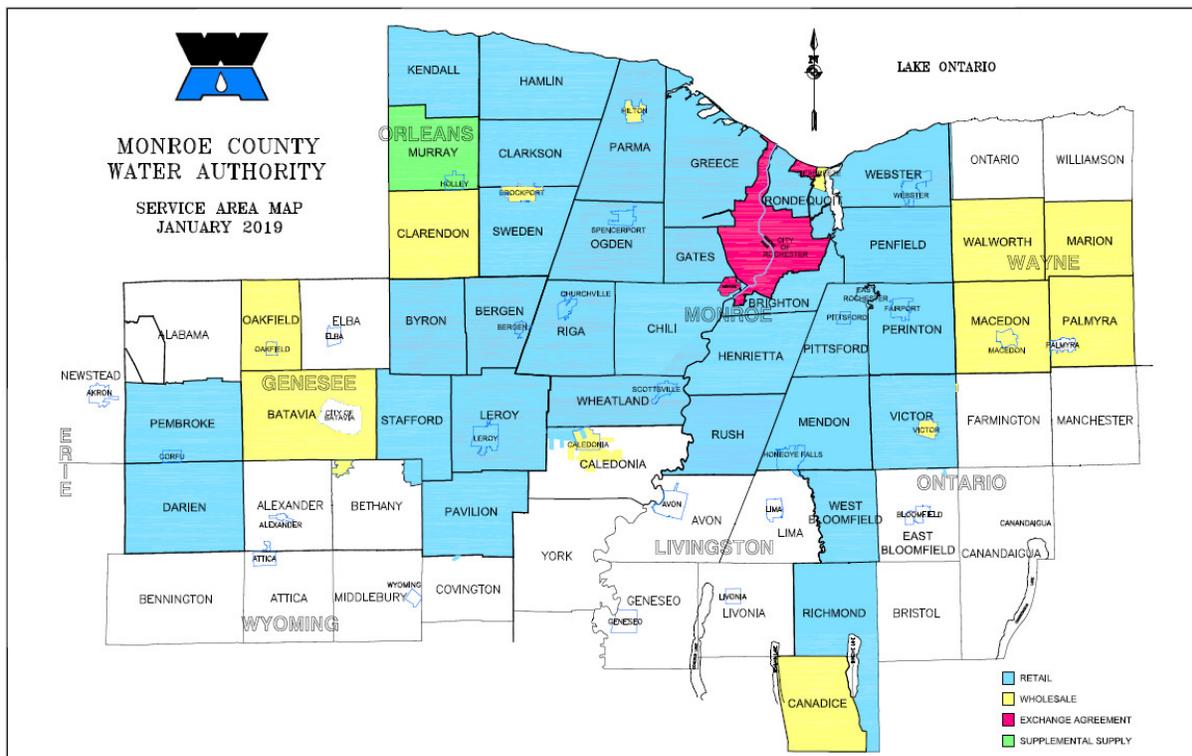
- ◆ All requests for RFP clarification must be submitted in writing to the RFP Procurement Officer at the e-mail address provided above and received no later than 1:00 PM on Friday, April 12, 2019.

- ◆ Prospective respondents are invited to an information session, on Wednesday, April 10, 2019 at 2:00 PM, to review existing capabilities and backend processing requirements.
- ◆ All questions will be addressed in writing as an Addendum to the RFP. These will be sent out, via e-mail, to all potential respondents who have indicated an interest in the RFP on or about, Friday, April 16, 2019.
- ◆ Final RFP submissions must be received by 3:00 PM on Wednesday, May 8, 2019 at the address shown in Section 3.1.

1.5 Overview of the Organization

The Authority was created by State legislation in 1950 to solve the water supply needs of this community. In 1959, the Authority took over the assets of the private, New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County’s inner ring towns and portions of the City. As surrounding towns and villages faced new water supply challenges, the Authority’s service area has steadily grown. Today, the Authority serves over 180,000 customers in every town and village in Monroe County (partially in the City of Rochester) plus towns, villages and other water authorities in each of the five adjacent counties.

The communities served are shown below.



The Water Authority provides high quality, safe and reliable water, in a financially responsible manner. Providing easily accessible customer account information, selected

account input and up to date, reliable, on-line payment processing is an important and achievable objective

SECTION 2 – DETAILED SCOPE OF WORK

2.1 Scope of Work

Below is a preliminary outline of the required tasks and deliverables to be completed by the successful respondent to this RFP. The respondent's efforts are to include the evaluation, recommendations and support services for the implementation of specific mechanisms or programs to assist the Water Authority in communicating on-line with its customers in a manner that enhances the customer experience. The proposer is encouraged to expand upon this outline and present additional detail delineating its proposed approach to the project.

- ◆ For any material developed for this project MCWA will own all code, designs, graphics and other programming and configuration information.
- ◆ The Authority is interested in separate planning and pricing for the various tasks that are listed as parts of the project.
- ◆ The Authority is interested in understanding ongoing support pricing.

Task 2.1.1 Customer Portal

The Authority is requesting a proposal for the development of a web application for the purpose of providing customers with secure on-line access to account information and a payment acceptance and processing system. The payment processing should utilize a third party payment processor, but retain the coloring and graphics utilized on the MCWA website.

Sub-Task 2.1.1.1 Customer Account Information Access

- ◆ Customer Information portal will allow for:
 - ◆ Single logon process for existing and registration process for new customer account(s)
 - ◆ Input of meter reads by customer
 - ◆ Easily readable and intuitive customer account review for:
 - ◆ Current billing
 - ◆ Next payment due date
 - ◆ Current amount due
 - ◆ Consumption / water usage
 - ◆ Account history including
 - ◆ Payment history
 - ◆ Consumption history
 - ◆ Customer on-line activity
 - ◆ Customer profile update tools
 - ◆ Notifications to customer

- ◆ Development and inclusion of an APP(s) for mobile devices to support use of all of the customer portal functions
 - ◆ Include APP deployment functionality
- ◆ The site will include a “Contact Us” form that allows for customer input and retains contact information, for retrieval and action, in the database.
- ◆ This item should be developed with an understanding of the existing features that are available and a realization that new approaches and features will need to be introduced without a customer losing any current capability.
- ◆ Include technical support for customers utilizing the portal including those who utilize the APP(s).
- ◆ Must be compliant with Title II of the Americans with Disabilities Act (ADA).
- ◆ Target completion date December 6, 2019.

Sub-Task 2.1.1.2 Customer Payment Processing

- ◆ The payment processing function will be easy to navigate to as well as customer oriented with easy to use procedures for customers to obtain their account information (see 2.1.1.1) and to make on-line payments without imposing PCI compliance responsibility on the Authority.
- ◆ The successful proposer will provide a third party, online payment solution that does not require the Authority have in its possession, at any point in the process, any additional personal identifying information. The third party payment processor will be fully compliant with all industry standards and banking regulations and will further be recognized as a reputable business partner with high integrity.
- ◆ Processor will accept, at a minimum, VISA, MasterCard, Discover and ACH payments.
- ◆ Funds received will be deposited in the Authority’s account by the end of the next business day.
- ◆ No credit card payments will be accepted by Authority staff.
- ◆ Customers will be able to pay via web page or telephone (IVR). Telephone number will be toll free and prominently displayed. Payment system will seamlessly accept transfers from Authority phone system, thereby not requiring customers to redial another number.
- ◆ Third party payment processor will provide certification of compliance with all Payment Card Industry (PCI) standards.
- ◆ Payment portal will have a look and feel that mimics the Authority website, although contact information for the actual payment processor will be listed on the payment page. Payment processor will clearly indicate the convenience fee and where and how the fee is imposed and collected, also clearly indicating that the Authority does not receive the fee.
- ◆ Payment portal will provide feedback; in real-time to the Authority as well as on-line, to the customer providing a receipt process, letting them know the status of a payment attempt and initial steps toward resolving any payment problem.

- ◆ In 2018 there were 116,207 payments through the third party processor averaging \$79.19.
- ◆ Include estimated cost to the Authority for ACH payments.
- ◆ **This particular sub-task has a very strict time frame for development. It must be completed, tested and fully functional prior to December 6, 2019.**

Task 2.1.2 Chat Window

- ◆ Chat window with customer service capability that is only active during hours that customer service can be reached and an indication of the hours of availability.
- ◆ Target completion date: December 6, 2019.

Task 2.1.3 Appointment Request Interface

- ◆ Appointment request process will be implemented that allows customers to respond to a need for an appointment and allows them to select the day and the general time of day for the appointment.
- ◆ Target completion date: December 6, 2019.

Task 2.1.4 Website Redesign

- ◆ The Authority is interested in a reorganization of the existing website to provide for more intuitive navigation.
- ◆ Redesigned website must continue to be compliant with NYS ABO (Authority Budget Office) requirements and support the ABO update requirements in a manner that is at least as convenient as the existing website update process.
- ◆ The Water Projects Portal will be retained with its current functionality and with the update at least as convenient to use as the existing website update process.
- ◆ Have a back-end administration component that will allow Authority Management to add, modify or delete existing Authority projects.
- ◆ The site will require industry standard site search capabilities.
- ◆ Integrated into the site will be a content management system (CMS). Though an Authority Admin may be required to manage projects, the main content, etc., will be managed via the site (CMS) which shall include both GUI and HTML management and editing tools. Proposer will provide training and technical support for the first year as part of the proposal.
- ◆ Redesign will support the Authority in creating interactive forms for online activities.
- ◆ Have a landing page skin that is custom designed and approved by the Authority but that works well with the existing website.
- ◆ Accessible via the main site navigation and a public access point.
- ◆ Links to social media.

- ◆ Technical support recognizing that the Authority is a 24/7 operation.
- ◆ Target completion date: December 6, 2019.
- ◆ Must be compliant with Title II of the Americans with Disabilities Act (ADA); Target completion date: March 31, 2020.

Task 2.1.5 Hosting

- ◆ The Authority is interested in exploring various approaches to hosting the customer portal, these include self-hosting, hosting via a third party that the Authority has a contract with, hosting in the cloud and having the successful respondent arrange for hosting. Pricing proposals should reflect the various options.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposals

- A. Acceptance Period and Location:** To be considered, Proposers must submit a complete response to this RFP. Proposers not responding to all information requested in this RFP or indicating exceptions to those items responded to may be rejected.

The submittals must be received at the address below before the time designated in Section 1.

Monroe County Water Authority
Attn: Thomas Uschold
475 Norris Drive
Rochester, New York 14610

There will be no public opening of the submittals.

- B. Required Copies:** Proposers must submit one (1) signed original Qualifications Statement and five (5) copies of the responding document. The Proposer will make no other distribution of these submittals.

3.2 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing via e-mail** pursuant to instructions in Section 1 of this Request for Proposals.

- ◆ An information session will be scheduled as indicated in Section 1 of this Request for Proposals, to provide a brief overview of what is currently in place from a customer facing perspective, a review of the backend capabilities that Authority administrators currently have and a discussion on payment processing portal requirements.

- ◆ Written questions and answers, separate from any discussion at the information meeting, will be provided as an addendum to all potential respondents who have received RFPs and have indicated an intention to respond; the addendum must be acknowledged in the RFP response.
- ◆ No contact will be allowed between a Proposer and any other member of the Authority with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.3 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that received the basic RFP and indicate an interest in responding. An acknowledgment of such addenda, if any, must be submitted with the RFP response.

3.4 Organization of Qualifications and Proposal Statements

This section outlines the information that must be included in your Qualifications and Proposal Statement. Please respond with your information in the same order as the items in the section. For any material developed for this project, the Authority will own all code, designs, graphics and other programming and configuration information.

- A. Company Information:** Provide a brief history of your company including the number of years in business, identification of company ownership, and the number of employees. Describe a minimum of five engagements of similar scope that best demonstrate the company's (and sub-consultants as appropriate) qualifications to undertake all aspects of the work.
- B. Technical Approach to the Project.** Describe in detail your approach to the project, clearly delineating the anticipated scope of services to be provided, particularly breaking out response to the separate tasks identified in 2.1.1-2.1.5. Describe your approach to security issues for both all customer information and any Authority-related security issues.
- C. Management Approach to the Project:** Describe in detail your approach to management of the project, including how your corporate philosophy is translated into planning, implementation, coordination and control mechanisms.
- D. Project Schedule:** Provide a project schedule including the tasks outlined in Section 2 and your Approach to the Project.
- E. Value Added Services/Benefits:** Describe any value added services your company will provide as part of this contract and any specific benefits to the Authority as a result of this partnership.
- F. Project Team:** Provide a description of the project team's organization and roles. List the specific project team members, including resumes. Please note the Authority places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing

“alternatives” is acceptable. Describe your approach to providing support recognizing that MCWA is a 24/7 operation.

- G. References:** Provide a minimum of three clients for whom your company has provided similar services. Include the following information for each client:
- a. Name and address of the client;
 - b. Name and telephone number of contact person; and
 - c. Summary of the services provided.
- H. Procurement Form:** Include the procurement disclosure form contained in Section 4.

3.5 Fee Proposal

Provide your proposed method of compensation and proposed fees. At a minimum, the fee proposal must break out separately:

- a. Separate fees for each of items 2.1.1 – 2.1.4. These include support for the first year of operation.
- b. Various website hosting options as listed in 2.1.5; and
- c. Ongoing support efforts (which we anticipate would be hourly rates) that apply after the first year.

3.6 Method of Evaluation

- A. Evaluation Committee:** Selected personnel from the Authority will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All properly prepared and submitted Proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be signed. Evaluation of the Proposals will consider several factors, each of which has an impact on the relative success of the Proposer to provide the services as outlined in Section 2. Responses to this RFP will be evaluated according to the following criteria:
- ◆ Project Team and its experience with similar projects;
 - ◆ Approach to managing and executing the project;
 - ◆ Cost;
 - ◆ Proposed Schedule.
- C. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for proposals is subject to prior approval by the Authority’s Board of Directors.
- D. Oral Presentation:** Proposers who submit a Statement of Qualifications may also be required to make an oral presentation and interview with the evaluation committee. These presentations will provide an opportunity for the Proposer to clarify their proposal to ensure a thorough mutual understanding. At the same time, the Authority is under no obligation to offer any Proposer the opportunity to make such a presentation. Any

interviews or presentations will be scheduled during the period May 15 - 23, 2019.

3.7 Investigations

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. The Authority reserves the right to visit a prospective Proposer's place of business to determine the existence of the company and the management capabilities required to administer this agreement. The Authority will not consider Proposers that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER

4.1 Reservation of Rights

The Authority reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Proposer proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the Authority. The Authority is not committed, by virtue of this RFP, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of the Authority. If it is in its best interest to do so, the Authority reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Proposers. The Proposer selected will be chosen on the basis of greatest benefit to the Authority as determined by an evaluation committee.
- B. Negotiate contracts with the selected Proposers.
- C. Award contracts to more than one Proposer.

4.2 Investigations

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. The Authority will not consider Proposers that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

4.3 Incurring Costs

The Authority is not liable for any costs incurred by Proposer prior to the effective date of the contract.

4.4 Material Submitted

All right, title and interest in the material submitted by the Proposer shall vest in the Authority upon submission to the Authority without any obligation or liability by the Authority to the Proposer. The Authority has the right to use any or all ideas presented by a Proposer.

The Authority reserves the right to ownership, without limitation, of all materials submitted. However, because the Authority could be required to disclose documents received under the New York Freedom of Information Law, the Authority will, the extent permitted by law, seek to protect the Proposer's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law §87, the Monroe County Water Authority will deny public access to Proposer's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Proposer's competitive position, provided the Proposer identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Proposer's competitive position.

4.5 Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, and thumb-drives, CDs, discs or tapes developed, produced or generated in connection with the services to be provided by the Proposer. The Authority and the Proposer intend the contract to be a contract for services, and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Proposer to be a work made for hire. In submitting a proposal in response to this RFP, the Proposer acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the Authority.

The Proposer and the Proposer’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the Authority. Any property or Work not specifically included in the Contract as property of the Proposer shall constitute property of the Authority.

In addition to compliance with the right to audit provisions of the contract, the Proposer must deliver to the Authority, no later than twenty-four (24) hours after receipt of the Authority’s written request for same, all completed or partially completed Work and any and all documentation or other products and results of the services under such contract. The Proposer’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the Authority, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, Work or other such information, if such extension is in the best interests of the Authority.

The Proposer will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the Authority.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between the Authority and the Proposer selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the Authority and then only in coordination with the Authority’s Project Coordinator.

4.8 Independent Price Determination

- A. By submission of a Proposal, the Proposer certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:

- [1] The prices in the proposal have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition; and

- (2) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
 - (1) They are the person in the Proposer's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated, and will not participate in, any action contrary to A (1) and (2) above; or
 - (2) They are not the person in the Proposer's organization responsible within that organization for the decision as to prices being offered in the proposal but that they have been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that they have not participated, and will not participate in, any action contrary to A (1) and (2) above.
- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A and B above.

4.9 Indemnification

The successful Proposer shall defend, indemnify and save harmless the Authority, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Authority which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Proposer, its agents or employees, the provision of any products by the Proposer, its agents or employees, arising from any act, omission or negligence of the Proposer, its agents or employees, or arising from any breach or default by the Proposer, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the Authority from its own negligence or misfeasance or to assume any such liability for the Authority by the Proposer.

4.10 Procurement Policy

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and Bidder/Offerer during the procurement process. A Bidder/Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Process by the Authority to other than the Authority's Procurement Officers unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). The Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified herein. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in

the event of two findings within a four (4) year period, the Bidder/Offerer is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officers.

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law § 139-k(5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder/Offerer in accordance with the written notice terms of this contract.

**OFFERER/BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION
AND AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW §§ 139-J
AND 139-K**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: 190319-01

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Circle one):

Yes No

If yes, answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

(Circle one):

Yes No

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

(Circle one):

Yes No

4. If you answered yes to any of the above questions, provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Circle one):

Yes No

6. If yes, provide details below:

Governmental Entity: _____

Date of Termination: _____

Basis of Determination or Withholding: _____

(Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that it understands and agrees to comply with the WATER AUTHORITY Water Authority's Procurement Disclosure Policy, Code of Ethics Policy and Conflict of Interest Policy as required by State Finance Law § 139-j(3) and § 139-j(6)(b) and certifies that all information provided to the Monroe County Water Authority with respect to State Finance Law § 139-k and § 139-j is complete, true and accurate.

By: _____

Date: _____
(Signature of Person Certifying)

Print Name: _____

Print Title: _____

Bidder/Offerer Name: _____
(Company Name)

Bidder/Offerer Address: _____

Bidder/Offerer Phone Number: _____