REQUEST FOR PROPOSALS

Monroe County Water Authority

2019 Annual Report Design & Production

December 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 responses from experienced and qualified firms to provide Design and Production Services of the Authority’s 2019 Annual Report. This would include, but not limited to planning, design, development, printing and mailing.

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

The Authority is seeking a creative agency to produce our 2019 Annual Report, in both hard copy form as well as digital format. The Authority estimates that this will be a four-month engagement that will include planning, design, and development in close collaboration with the Authority.

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 respondent.

MaryAnn Hussar  
Monroe County Water Authority  
475 Norris Drive  
Rochester, New York 14610  
Fax: (585) 442-0220  
E-mail: maryann.hussar@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 respondent to supply the services described in Section 3. However, this intent does not commit the Authority to award a contract to any respondent, or to pay any costs incurred in the preparation of the submittal 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 submittal 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 respondents if necessary to achieve the objectives of this RFP (if it is in the best interest of the Authority to do so).

1.4 Time Line

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

♦ All requests for RFP clarification and/or questions 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 January 10, 2020.

♦ Final RFP submissions must be received by 12:00 Noon on Friday, January 17, 2020 at the address shown in Section 4.1.
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.

SECTION 2 – MINIMUM QUALIFICATIONS

Firms must clearly demonstrate meeting the minimum qualifications for their Request for Proposal to be considered:

♦ The respondent must have at least five (5) years of experience with planning and development, designing and execution, printing and mailing services of an Annual Report for a private or public business organization and/or a not-for-private agency.
SECTION 3 – DETAILED SCOPE OF WORK

We are seeking a creative partner to plan, design, and develop the Authority’s 2019 annual report in hard copy form as well as digital format. Our goal is to create a product that tells the story through the narrative as well as through the graphic visualization of key stats and figures. The annual report will weld dynamic content with a visionary letter from our Executive Director and Board Chairman that will serve to guide the report narrative. Our goal is to tell the story of the Authority’s work during our 2019 strategic period and to set the stage for future continued narratives.

The ideal partner will provide and/or assist with design direction, content development and production, with the intent of pushing beyond the narrative format that we have used in recent years, to embrace a more visual style for our annual report.

3.0 Proposed Scope of Work

3.1 Content and Design Development

A. Required Content

♦ Letter from the Executive Director and Chairman, Board of Directors
♦ Overview: Brief introductory written with visual matter, highlighting the mission, agenda and accomplishments of the Authority during Fiscal Year 2019.
♦ Highlights: A longer, but succinct narrative text that underscores the value of the Authority and the services we provide to our customers.
♦ Financial Information Data: The Authority’s Operating Statistics and relative value information and Financial Highlights for fiscal year 2019.
♦ Theme: Written and visual matter that speaks to the Annual Report’s theme, which will serve as the centerpiece of the report.

B. Design

♦ Text, images and infographics that will comprise the Annual Report’s “Story”.
♦ The report design must be professional and easy to read, and design elements should have visual appeal and proper flow throughout the report.
♦ Execution
♦ Editing

3.2 Production – Approx. 850 each

A. Printing

♦ 8 ½ x 17 printed front and back (2 sided printing to create 2 pages per full 8 ½ x 17 sheet)
♦ Front & Back Cover
♦ High Gloss Photo Quality Paper
B. Binding
   ♦ Approx. 3 - 4 full 2-sided printed 8 ½ x 17 pages – stapled in center creating 6 - 8 page report

C. Mailing
   ♦ Mail Merge ready Excel.xls. work sheet provided by Authority

It is the intention of the Authority to award a contract to run for one year with the possibility of extending the contract for up to 2 additional one year terms.

SECTION 4 - SPECIFIC SUBMITTAL REQUIREMENTS

4.1 Submission of Responses

A. Acceptance Period and Location: To be considered, respondents must submit a complete response to this RFP. The submittals must be received at the address below before the time listed in Section 1. Proposers not responding to all information requested in this RFP or indicating exceptions to those items responded to, may be rejected.

All Proposals must be submitted in a sealed envelope, clearly labeled "Proposal" and also marked with the Project Name, Proposal date, and time of Proposal opening. Proposals submitted via delivery service, such as FedEx, must be addressed to "Purchasing Manager – PROPOSAL" with instructions to Deliver to Receptionist at Main Entrance – Door #1. (Respondents submitting Proposals via delivery service have sole responsibility to call the Authority’s Purchasing Department and confirm receipt of the Proposal.) US Mail is NOT an acceptable means to deliver to this location.

Monroe County Water Authority
Attn: Karin Anderson, Purchasing Manager
475 Norris Drive, Door #1
Rochester, New York 14610

There will be no public opening of the submittals.

B. Required Copies: Submittals must be hardcopy. Respondents must submit one (1) signed original submittal and two (2) copies of the responding document. The Respondent will make no other distribution of these submittals.

4.2 Clarification of RFP and Questions

♦ Questions that arise prior to or during submittal preparation must be submitted in writing via e-mail pursuant to instructions in Section 1 of this RFP.
♦ No contact will be allowed between a respondent and any other member of the Authority with regard to this RFP during the RFP process unless
specifically authorized in writing by the Procurement Officer. Prohibited contact may be grounds for disqualification.

### 4.3 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 subsequently indicated an interest in responding. An acknowledgment of such addenda, if any, must be submitted with the RFP response.

### 4.4 Organization of Submittal

This section outlines the information that must be included in your submittal. Please respond with your information in the same order as the items in this section.

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. **Project Team:** Provide a description of the project team. List the specific project team member(s), including resume(s). Please note the Authority places great importance on the individual team members; who must be US citizens. Those proposed should be available if selected. If in doubt, listing “alternatives” is acceptable. Describe your approach to providing a collaborative working relationship recognizing that MCWA is a 24 X 7 operation.

C. **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 items identified in Section 3.

D. **References:** Provide a minimum of three clients for whom your company has provided similar services. Include the following information for each client:
   - Name and address of the client;
   - Name, telephone number and email address of contact person;
   - Summary of the services provided.

E. **Sample of Work:** Provide at least 3 physical samples of reports and/or other publications that your company has created for comparable projects and include general information about the project (number of pieces, complexity, etc.).

F. **Procurement Form:** Must include the signed procurement disclosure form contained in Section 5. Failure to sign and submit the form will preclude consideration of the submittal.

### 4.5 Fee Proposal

Proposed method of compensation, proposed fees and payment terms.
4.6 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 responses for the RFP and make a recommendation for award.

B. **Evaluation and Selection Criteria:** All properly prepared and submitted responses shall be subject to evaluation deemed appropriate for the purpose of selecting a successful provider.

Evaluation of the Submittals will consider several factors, each of which has an impact on the relative success of the respondent to provide the services as outlined in Section 3. Responses to this RFP will be evaluated according to the following criteria:

- Description of how the work is proposed to be performed.
- Prior Experience with similar projects
- Quality of Samples
- Project Team or person.
- Cost

C. **Contract Approval Process:** Respondents must be aware that any contract resulting from this RFP is subject to prior approval by the Authority’s Board of Directors.

**SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT**

5.1 **Reservation of Rights**

The Authority reserves the right to refuse any and all submittals, in part, or in their entirety, or select certain portions from various Respondent’s submittals, or to waive any informality or defect in any submittal 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 submittals provided 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 submittals or negotiate further with one or more respondents. The respondent 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 Respondents.

C. Award contracts to more than one respondent.

5.2 **Investigations**

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent’s capability to fulfill the terms and conditions of the anticipated contract. The Authority will not consider Respondents that are in bankruptcy or in the hands of a receiver at this time of tendering a submittal or at the time of entering into a contract.
5.3 Incurring Costs

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

5.4 Material Submitted

All right, title and interest in the material submitted by the respondent shall vest in the Authority upon submission to the Authority without any obligation or liability by the Authority to the respondent. The Authority has the right to use any or all ideas presented by a respondent. 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, to the extent permitted by law, seek to protect the respondent’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.

In view of these obligations it is incumbent on the RFP that the submittal indicate any specific material in the response that constitutes a trade secret and should be redacted.

5.5 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 respondent. The Authority and the respondent 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 respondent to be a work made for hire. In submitting a response to this RFP, the respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the Authority.

The Respondent and the Responder’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 respondent shall constitute property of the Authority.

In addition to compliance with the right to audit provisions of the contract, the respondent 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 Respondent’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 Respondent 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.

5.6 Contract Payment

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

5.7 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 Procurement Officer.

5.8 Indemnification

The successful respondent 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 respondent, its agents or employees, the provision of any products by the respondent, its agents or employees, arising from any act, omission or negligence of the respondent, its agents or employees, or arising from any breach or default by the respondent, 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 respondent.

5.9 Procurement Policy

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Qualifications 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 Officer/s.

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: ____________________________________________ 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: ____________________________________________________________

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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:__________________________