

KENT COUNTY WATER AUTHORITY  
BID  
FOR PROFESSIONAL SERVICES RELATED TO  
DESIGN PRINTING AND MAILING  
OF  
CONSUMER CONFIDENCE REPORTS

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ARTICLE 1. GENERAL:

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1.1 PROJECT DESCRIPTION:

The Kent County Water Authority request Bids from qualified firms capable of providing all labor, materials and services necessary for the creative development, design, layout, printing and mailing of its annual Consumer Confidence Report. The finished report shall fulfill the Environmental Protection Agency (EPA) and Rhode Island Department of Health (DOH) requirements for informational content, delivery and meet the approval of the Kent County Water Authority Board of Directors. The contractor shall have a minimum of 5 years' experience in design, printing and mailing services related to public relations media of this nature along with the ability to complete the customer base mailing of the Consumer Confidence Report by May 15, 2018. The bidder is solely responsible for all work, materials and services related to completion of the project

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ARTICLE 2. QUALIFICATIONS OF BIDDERS:

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- 2.1 Bidders may be investigated by Kent County Water Authority to determine if they are qualified to perform the work. All Bidders shall submit with their bid to the Kent County Water Authority, written evidence of such information and data necessary to make this determination. Included within this investigation shall be samples of similar work that most demonstrates the quality of the finished product the Kent County Water Authority will receive. A minimum of five different samples of work shall be submitted with each bid. The qualitative review of the five different samples of work submitted with each bid to represent the quality of product to be expected in the final deliverable by the contractor shall be considered heavily in the bid eligibility evaluation.
- 2.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, financially sound and has sufficient personnel in the disciplines required to assure Kent County Water Authority that they can complete the assignment ordered by the Kent County Water Authority.
- 2.3 In evaluating Bids, Kent County Water Authority will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements and the Bid Invitation. Experience shall mean a minimum of five years' experience in document design, printing and mailing services related to public information initiatives of this type.
- 2.4 No bidder may be considered if they are indebted to the Kent County Water Authority for any unresolved issues regarding unpaid invoices issued by the Kent County water

Authority, or any services and materials owed to the Kent County Water Authority.

- 2.5 Kent County Water Authority reserves the right to reject any Bid, or parts thereof, if it is in the best interest of the Kent County Water Authority or the evidence submitted by, or the investigation of, such Bidder fails to satisfy Kent County Water Authority that such Bidder is properly qualified to carry out the obligations of the Bids and any and all assignments from the Kent County Water Authority.

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### ARTICLE 3. COPIES BID DOCUMENTS:

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- 3.1 Complete sets of Bid Documents shall be used in preparing the Bids. Kent County Water Authority assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 3.2 Kent County Water Authority, in making copies of Bid Documents available, do so only for the purpose of obtaining Bids for Professional Services coincident to Development, Design, Printing and Mailing of Consumer Confidence Reports, and do not confer a license or grant for any other use.

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### ARTICLE 4. EXAMINATION OF BID DOCUMENTS:

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- 4.1 Before submitting a Bid, each Bidder must examine the Bid Documents thoroughly, and familiarize themselves with Federal, State and local laws including but not limited to:
- 4.1.1 United States Environmental Protection Agency regulations regarding Consumer Confidence Reports, 40 CFR 131.
  - 4.1.2 Rhode Island Department of Health Rules and Regulations Pertaining to Public Drinking Water (R46-13-DWQ) Latest edition.
  - 4.1.3 U. S. EPA Guide “Preparing Your Drinking Water Consumer Confidence Report”
  - 4.1.4 U. S Postal Servicer Regulations
  - 4.1.5 All other documents, regulations, publications and guides necessary to complete the work proposed
- 4.2 The Contractor shall become thoroughly familiar with all pertinent regulations, documents and any written or electronic records pertinent to performing the work. By submitting the bid, the Contractor affirms having carefully examined any records or requirements affecting work under this contract. No claim for additional cost will be allowed due to claims associated with lack of full knowledge of the performance requirements for this project.
- 4.2.1 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Bid Document and all

documents contained herein and all state and federal regulations.

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#### ARTICLE 5. INTERPRETATIONS:

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- 5.1 All questions about the meaning or intent of the Bid Documents shall be received in writing by Kent County Water Authority either prior to or at the pre-bid conference.
- 5.2 Written clarifications or interpretations will be issued, if requested, by Addenda not later than four (4) calendar days before the Bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail, with return receipt requested, to all parties recorded as having received the Bid Documents.
- 5.3 Each Bidder shall be responsible for determining that they have received all Addenda issued and so note on the Bid submission.

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#### ARTICLE 6. PRE-BID CONFERENCE:

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- 6.1 A pre-bid conference will be held, as described in the advertisement, to discuss project related concerns.
- 6.2 It is recommended that all prospective Bidders attend the pre-bid conference, but it is not a mandatory requirement to submit a Bid for consideration.

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#### ARTICLE 7. BID FORM:

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- 7.1 Each Bid shall be submitted on the Forms contained in the Documents. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.
- 7.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the Form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices.
- 7.3 Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 7.4 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 7.5 Bids by partnerships shall be executed in the partnership name and signed by a partner,

whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

- 7.6 All names shall be typed or printed below the signature.
- 7.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 7.8 The address to which communications regarding the Bid are to be directed shall be shown.

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#### **ARTICLE 8. RECEIPT OF BIDS:**

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- 8.1 Sealed Bids for Professional Services Related to Design, Printing and Mailing of Consumer Confidence Report will be received at the time and place indicated in the Invitation for Bids.
- 8.2 Kent County Water Authority may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.
- 8.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that their Bid is in the possession of the responsible official of the Kent County Water Authority or designated alternate prior to the stated time and at the place of the Bid opening. Kent County Water Authority is not responsible for Bids delayed by mail and/or delivery services, of any nature.
- 8.4 All Bids shall be submitted in a sealed opaque envelope. Clearly indicate on the envelope jacket that it is a Bid for Professional Services Related to Design, Printing and Mailing of Consumer Confidence Reports. Kent County Water Authority will not be responsible for any envelopes opened that are not clearly marked (If forwarded by mail, Bid shall be in a sealed outer envelope marked as described above and shall be enclosed in another "inner" envelope with the notation "BID ENCLOSED" on the face).
- 8.5 Bidders must submit a minimum of five different samples of other reports/brochures germane to this project work for review as part of the Bid evaluation. The samples shall be representative of the material design, production quality and workmanship to be provided if awarded the contract.

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#### **ARTICLE 9. MODIFICATION OF BIDS:**

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- 9.1 Prior to the official opening, Bids may not be modified once they are accepted by a Kent County Water Authority representative or designated alternate. Bidders may withdraw Bid submission in writing prior to the official opening. After opening of Bids, modifications will not be allowed.

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ARTICLE 10. KENT COUNTY WATER AUTHORITY INVOLVEMENT DURING THE PROJECT:

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- 10.1 It is clearly understood that the office staff personnel of the Kent County Water Authority will have limited involvement in the Project. The Bidder is required to provide all field and office services necessary in performing the work related to design, printing, production and mailing of the Consumer Confidence Reports and all other appurtenant services necessary to complete the requirements of the Project.
- 10.2 Kent County Water Authority will provide all existing information to the selected Bidder for review from available company sources.
- 10.3 The Kent County Water Authority will not provide any services for this project, other than, pertinent company information, proposed information, table information, draft and final proof evaluation of the Consumer Confidence Report deliverable. Quality assurance of spelling, grammar, and printable layout designing are solely the responsibility of the contractor. The staff of the Kent County Water Authority will assist in data collection on existing Kent County Water Authority records only and not from any other sources. The General Manager/Chief Engineer will be available to review, in detail, all aspects of the Project and the like and assist where necessary but, will provide no office work or field work. Direction will be provided as needed.
- 10.3.1 It is clearly understood that the contractor is responsible for the entire Project. By submitting a Bid the contractor accepts sole responsibility for quality assurance. Any defects found in the finished product(s) shall be corrected at no cost to the Kent County Water Authority. This includes, but is not limited to, any and all costs associated with reprinting, mailing services and postage.

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ARTICLE 11. AWARD OF PURCHASE ORDER

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- 11.1 The Purchase Order will be awarded in conformance with the Kent County Water Authority Purchasing Regulations, to the lowest responsible and eligible Bidder (Successful Bidder). Such a Bidder shall possess the skill, proper material, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, proper material, ability, creativity, experience, requirements, and integrity necessary to the faithful performance of the Work. Experience shall mean a minimum of 5 years' experience in document design, printing and mailing services related to public relations information initiatives of this type. The Kent County Water Authority reserves the right to award whole or in part, as indicated, in each of the subpart totals in the Bid Forms.
- 11.2 In the event the successful Bidder cannot fully and timely perform their contractual obligation, the KCWA reserves the right to award the bid to any of the other qualified Bidders.

- 11.3 KCWA reserves the right to reject any and all Bids, or parts thereof, to waive any and all informalities if it is in KCWA's best interest to do so, and the right to disregard all nonconforming, non-responsive, or conditional Bids or portions thereof.
- 11.4 A Bid that includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.
- 11.5 KCWA reserves the right to reject the Bid of any Bidder that KCWA considers to be unqualified relative to Article 2 above.
- 11.6 If the Purchase Order is to be awarded, KCWA will give the Successful Bidder the original Purchase Order within 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. All Bids shall remain open for 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 11.7 Kent County Water Authority may, in at their sole discretion award any portion or portions of the selected successful Bidders Bid. Bidder shall accept the Purchase Order, as written, for all or portions determined as the lowest responsible Bidder by Kent County Water Authority.

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## ARTICLE 12. SALES TAX:

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- 12.1 The materials and supplies to be used in the Work are tax-exempt by R. I. State Law, Section 39.16 of the State Code.

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## ARTICLE 13. SCOPE OF WORK:

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### 13.1 GENERAL

This project involves providing all, labor, materials and services necessary for the development, design, quality assurance, printing and mailing of the Kent County Water Authority's annual water quality Consumer Confidence Report. The finished report shall fulfill the Environmental Protection Agency (EPA), Rhode Island Department of Health (DOH) and Kent County Water Authority requirements for informational content, delivery timeline and meet the final approval of the Kent County Water Authority Board of Directors prior to its mailing.

The Kent County Water Authority anticipates production needs of 29,000 copies with mailing requirements of approximately 27,000 copies. The contractor shall furnish all materials, labor, equipment, services and incidental expenses necessary and proper for completion of all phases of this project.

## 13.2 **SCOPE OF WORK**

- 13.2.1 The Contractor shall develop a Consumer Confidence Report Quality Assurance checklist from the information requirements contained in the State and Federal regulations.
- 13.2.2 The Contractor shall designate a responsible member of their organization whose duty shall be the project manager and point of contact for all work under this contract.
- 13.2.2.1 As necessary, meet with Kent County Water Authority personnel to obtain any pertinent information or necessary instructions for development of the draft report.
- 13.2.2.2 Provide examples of other reports/brochures germane to this project for selection of a base format, quality, and presentation for the final report.
- 13.2.2.3 Consistently keep the Kent County Water Authority informed of progress and timelines for completion. Provide written confirmation of mailing and distribution.
- 13.2.2.4 Review, edit and correct all draft copies. This shall include such things as, but not limited to, grammar, spelling, layout and visual appearance.
- 13.2.2.5 Provide draft copies and final proof copy for review and comment prior to full scale printing and mailing.
- 13.2.2.6 Coordinate all activities, services, materials and subcontractors in the completion of the work.
- 13.2.3 The contractor shall develop, design and layout the report including all required text, tables, and artwork from the basic information and/or instructions provided by the Kent County Water Authority. Kent County Water Authority information may be provided in either, or both, hard copy and Microsoft Office word digital format. Photographs will be in JPEG format
- 13.2.3.1 Artwork for the brochure cover shall be provided by the contractor and pertinent to the Kent County Water Authority mission and or water quality theme. The contractor shall meet with the General Manager/Chief Engineer to discuss artwork options. A minimum of three selections shall be provided for review and final selection.
- 13.2.3.1.1 The contractor shall be responsible to produce or obtain photographs of Kent County Water Authority facilities,

mission orientated activities or germane photos to be used for the final cover artwork selection.

13.2.3.1.2 The contractor shall be responsible to produce or obtain a graphic map depicting the overall Kent County Water Authority service area.

13.2.3.1.3 The layout shall be creative, eye catching, colorful and attractively arranged. For bidding purposes a full color scheme shall be used. The Kent County Water Authority shall approve final color selections.

13.2.3.2 General informational text will be provided by the Kent County Water Authority. The Contractor shall evaluate the information and make recommended changes and/or additions that will creatively enhance the overall appeal and informational content of the document. Text may contain:

13.2.3.2.1 Information as prescribed by Federal and State regulations.

13.2.3.2.2 Public relation information pertinent to the Kent County Water Authority Mission, Commitment, Services, History, Water Quality, Operating Facilities and Capital Improvement Projects.

13.2.3.2.3 Conservation, future endeavors, legislation and general water utility related information.

13.2.4 Printing shall be four color for the Consumer Confidence Report. The contractor shall meet with the General Manager/Chief Engineer to discuss printing options.

13.2.4.1 At a minimum the Consumer Confidence Report shall be printed on 100-pound stock, folded, saddle stitched and clear wafer sealed to create a 28 page, 4" X 8 ½", self-mailing booklet. The cover shall be varnished as in the attached sample.

13.2.4.1.1 Color may vary throughout the Consumer Confidence Report pages. Paper shall be of the same style and texture as the attached sample.

13.2.4.1.2 The contractor has the option of printing the document in a different format and graphic design than the attached sample provided approval is given by the Authority. Creativity is encouraged for clarity of context and message.

13.2.5 Quality control measures shall be implemented by the contractor to proof the draft(s) and final print documents. It is anticipated that no more than three proof reviews of the document may be necessary to produce the final copy meeting the approval of the Kent County Water Authority prior to mailing. This figure is subjective in that the abilities of the contractor are unknown and represent the most important factor in this the document production process. The contractor's quality assurance plan shall require review and approval from the Kent County Water Authority at each stage or phase in the printing and mailing process.

13.2.5.1 At a minimum the contractor's quality assurance review process shall examine the draft proof(s) and final copy for:

13.2.5.1.1 Any imperfections in layout, artwork, color, orientation, smudges or alignment.

13.2.5.1.2 Any typographical, spelling or grammatical errors, inconsistency in font or style, accuracy of informational content.

13.2.5.1.3 Proper preparation for mailing including folding, bind, mailing address location, permit number, tape tabs, zip codes, and indicia as required meeting US Postal Service regulations and obtaining the most economical postal rates for each document.

13.2.5.2 Contractor must obtain approval from the Kent County Water Authority prior to proceeding to the next phase or stage in the work process. The contractor is solely responsible for overall quality and accuracy of the finished documents.

13.2.5.3 The Kent County Water Authority will not be responsible for any costs associated with errors or omissions in any phase in the production or mailing of the final documents. By submitting a bid the contractor accepts sole responsibility for quality assurance. Any defects found in the finished printed products shall be corrected at no cost to the Kent County Water Authority. This includes any and all costs associated with reprinting, mailing services and postage.

13.2.6 With the exception of postage, the contractor shall be responsible for all costs and responsibilities associated with every aspect of the bulk mailing preparation and delivery to the customers located within the Kent County Water Authority service area.

13.2.6.1 The Kent County Water Authority will provide the contractor with a mailing list, in electronic format, for a customer account base mailing of approximately 27,000 customers.

- 13.2.6.2 The contractor shall coordinate for the lowest possible bulk postage rate from the U. S. postal service and provide an estimated cost for the entire customer base mailing.
  - 13.2.6.2.1 Postage costs shall be paid directly by the Kent County Water Authority as billed by the U. S. Postal service under the bulk rate permit and should not be reflected in the Bid pricing.
- 13.2.6.3 The contractor shall deliver the final customer base mailing lot of consumer confidence reports to the U. S. Postal Service bulk rate distribution center. Reports shall be properly folded, addressed, sealed, sorted and must meet all bulk rate mailing requirements prescribed by the U. S. Postal Service.
- 13.2.7 Upon completion of the customer base mailing the contractor shall deliver all excess copies of the Consumer Confidence Report to the offices of the Kent County Water Authority without cost.
  - 13.2.7.1 Contractor shall provide to the Kent County Water Authority, one electronic copy of the final report in either Microsoft Word or Microsoft Publisher format along with the shipment of the excess printed copies.
    - 13.2.7.1.1 Contractor shall provide to the Kent County Water Authority, one electronic copy in PDF format read layout of the printed version suitable for importing to the Kent County Water Authority's web site.
  - 13.2.7.2 The Kent County Water Authority retains possession of all originals including format, artwork, proofs and all production originals.
- 13.2.8 A copy of the 2016 Kent County Water Authority Consumer Confidence Report has been attached to this Request for Bid to provide a basic idea of the type of information used in previous projects this type of. This report is not to be regarded as the specific example of the intended deliverable. The contractor shall be creative in meeting the development, design and layout requirements of this bid.
- 13.2.9 Time of completion of this project shall be 45 days from the start date negotiated between the Kent County Water Authority and the Bidder. In any event all work must and final mailing must be completed by May 15, 2018.
  - 13.2.9.1 Final photo proof shall be delivered within 15 business days
  - 13.2.9.2 Printing and mailing shall be accomplished within 10 business days after

final proofs are approved.

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**ARTICLE 14. MATERIALS, WORKMANSHIP AND GUARANTEE:**

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- 14.1 The Contractor guarantees that the Work and Services to be performed under the Contract, and all workmanship and materials furnished or used, shall be free from defects, errors, flaws or imperfections, and shall be performed, and furnished in strict accordance with the Contract Documents, specifications, directions and instructions given. The Contractor shall promptly correct any discrepancy in noncompliant services or replacements of defective materials. This guarantee shall be fulfilled upon full acceptance of the completed project by the Kent County Water Authority.

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**ARTICLE 15. QUANTITIES:**

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- 15.1 The quantities listed on the Bid form are estimated for bidding purposes only. No over-runs, under-runs or defective runs shall be considered for payment; only purchase order quantities shall be subject to payment. Kent County Water Authority reserves the right to purchase additional materials over and above the estimated listed quantities and or less than the listed quantities on the Bid forms at the prices bid. All quantities shall be approved by the Kent County Water Authority prior to printing and mailing of the final documents.

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**ARTICLE 16. PAYMENTS:**

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- 16.1 All work must meet the approval of the Kent County Water Authority to be accepted for payments under this contract. Payment shall be made within 45 days of the receipt of written evidence of completion of the work and evidence of contractor payment made to any subcontractors for any materials or services related to the work. In no case shall request for payments exceed the bid price or extension thereof. Payments shall be made on actual quantities delivered to the Kent County Water Authority.

Kent County Water Authority

KENT COUNTY WATER AUTHORITY  
BID  
FOR PROFESSIONAL SERVICES RELATED TO  
DESIGN PRINTING AND MAILING  
OF  
CONSUMER CONFIDENCE REPORTS

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that he has carefully examined all the Documents and that he has informed himself fully in regard to all conditions pertaining to the Work and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Documents of which this Bid Form is a part.

No bidder may be considered if they are indebted to the Kent County Water Authority for any unresolved issues regarding unpaid invoices issued by the Kent County Water Authority, or any services and materials owed to the Kent County Water Authority.

The undersigned hereby agrees to all items listed in the instructions to Bidders and technical specifications and will provide all material and services as accepted by the KCWA in the Purchase Order to be provided to the lowest respective Bidders.

The undersigned acknowledges and agrees that they are fully capable and shall complete all printing work and mailing services May 15, 2018.

The undersigned acknowledges receipt of addenda numbered:

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In accordance with the above understanding, the undersigned proposes to furnish all services and materials, in its entirety in the manner and under the conditions required at the prices listed as follows:

KENT COUNTY WATER AUTHORITY  
 BID SHEET  
 FOR PROFESSIONAL SERVICES RELATED TO  
 DESIGN PRINTING AND MAILING  
 OF  
 CONSUMER CONFIDENCE REPORTS

Item No.	Estimated Quantity	Size and Description	Unit Price Bid	Total Amount
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1) Lump sum All labor, materials and services necessary to design and produce the ready for printing, final photo proof Kent County Water Authority Consumer Confidence Report in accordance with the Bid Specifications, Instructions and Directions given by the Kent County Water Authority including all grammatical and spelling quality assurance, design, layout artwork and informational text.

Lump Sum Price \_\_\_\_\_

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Lump sum Price In Words

2) 29,000 Price to color print, fold and bind the Kent County Water Authority Consumer Confidence Report In accordance with the Bid Specifications, Instructions and Directions given by the Kent County Water Authority and in accordance with Purchase Order Full color print scheme to be used.

Bid Price in Figures \_\_\_\_\_

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Total Bid Price In Words

Item No.	Estimated Quantity	Size and Description	Unit Price Bid	Total Amount
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3) 27,000 Price per copy to wafer seal, label, sort, and deliver to the U. S. Postal Service for bulk mailing of the Kent County Water Authority Consumer Confidence Report In accordance with the Bid Specifications, Instructions and Directions given by the Kent County Water Authority

Bid Price in Figures \_\_\_\_\_

\_\_\_\_\_  
Total Bid Price In Words

Total Bid Items 1, 2, 3 for 28 pages \_\_\_\_\_

\_\_\_\_\_  
Total Bid Price in Words Items 1, 2, 3 for 28 pages

Kent County Water Authority is unsure of the actual number of pages for this document and requires bid prices that also reflect a 24 page document.

Total Bid Items 1, 2, 3 minus 4 pages \_\_\_\_\_

\_\_\_\_\_  
Total Bid Price In Words Items 1, 2, 3, minus 4 pages

The names and residences of all persons and parties interested in the foregoing Bid and principals are as follows:

Give first and last names in full. In the case of a corporation, or partnership, see Article 7 of the Instructions to Bidders.

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Notice of acceptance should be mailed, telegraphed, or delivered to the undersigned Bidder at the following address:

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

Date \_\_\_\_\_

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.