

REQUEST FOR PROPOSAL
POCD GRAPHIC DESIGN SERVICES

Town of New Milford
10 Main Street
New Milford, CT 06776

RELEASE DATE: February 12, 2021

DEADLINE FOR QUESTIONS: March 1, 2021

RESPONSE DEADLINE: March 11, 2021, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/newmilford>

Town of New Milford
REQUEST FOR PROPOSAL
POCD Graphic Design Services

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1. NOTICE

1.1. [Request for Proposal Notice](#)

POCD Graphic Design Services

The Town of New Milford is requesting proposals from qualified professional firms to provide design services for the Town during its preparation of the Plan of Conservation and Development.

The proposal package is available through the Town's e-Procurement Portal, ProcureNow, at <https://secure.procurenow.com/portal/newmilford>.

Proposals will be received through ProcureNow until 3:30 pm, on Thursday, March 11, 2021. Proposals will then be opened publicly in the E. Paul Martin Room by the Purchasing Authority at 3:30 pm. Late proposals will not be accepted through the ProcureNow system and will be rejected. The Town reserves the right to reject any and all submissions.

Pete Bass, Mayor

An Equal Opportunity/Affirmative Action Employer

2. INTRODUCTION

2.1. Summary

The Town of New Milford (Town) is seeks the services of a professional designer with graphic design experience.

The project goal is to produce the 2020 Plan of Conservation and Development for the Town of New Milford.

2.2. Background

The Town of New Milford, Conn., is seeking quotes from qualified design professionals/consultants to produce the 2020 Plan of Conservation and Development (POCD), a document used to guide growth, development and conservation within the town for a 10-year period, and templates for publicity and public notices purposes via print and social media.

2.3. Contact Information

Valerie Douglass

Purchasing Specialist

10 Main Street

New Milford, CT 06776

Email: vdouglass@newmilford.org

Phone: [\(860\) 355-6060 Ext: 3](tel:(860)355-6060)

Department:

Planning

Department Head:

Laura Regan

Town Planner/Zoning Enforcement Officer

2.4. Timeline

The following represents an estimate of the schedule that shall be followed. The Town reserves the right at its sole discretion to adjust this schedule as it deems necessary.

Release of RFP

February 12, 2021

Question Submission Deadline

March 1, 2021, 5:00pm

Question Response Deadline

March 3, 2021, 5:00pm

Deadline for Receipt of Proposals

March 11, 2021, 3:30pm

Opening of Proposals

March 11, 2021, 3:30pm

Interviews Completed by Town

March 26, 2021

Contract Awarded by Town

April 8, 2021

3. INSTRUCTION TO PROPOSERS

3.1. [Submittal Requirements](#)

All proposals must be received through the Town's e-Procurement Portal, [ProcureNow](#), by the Town no later than 3:30 pm on Thursday, March 11, 2021.

It is the sole responsibility of the supplier to ensure that its proposal is received within the required time period. The Town is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will not be accepted in the ProcureNow system.

3.2. [Inquiries](#)

All questions related to this Proposal shall be submitted in writing through the ProcureNow Question/Answer Tab via the Town's e-Procurement portal, no later than, Monday, March 1, 2021 by 5:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the Town shall be the one stated in writing and posted in the [Town's e-Procurement Portal](#). All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the Town's e-Procurement Portal.

When asking questions, please be sure to enter each question separately.

No interpretation of the meaning of the specifications or other documents will be made to any proposer orally. Failure of any proposer to receive any such addenda or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the contract documents. **No other communication with any employee or official of The Town is permitted.**

3.3. [Addenda](#)

The Town reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. Addenda notifications will be emailed to all persons on record as following this RFP. The Town reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this announcement if any such action is determined to be in the Town's best interest.

3.4. [Withdrawal of Proposal](#)

Any bidder may withdraw its proposal through the Town's e-Procurement Portal, the responding firm may "unsubmit" their proposal in ProcureNow. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals. **Each proposal shall be considered binding and in effect for a period of ninety (90) days after the closing date.**

3.5. [Pre-Proposal Conference](#)

A pre-proposal conference is not a requirement of this RFP.

4. SCOPE OF WORK

4.1. General Specifications

The following outline describes the general extent of services to be provided by the designer. This outline is not necessarily all inclusive and the designer shall include in the proposal any additional tasks and services deemed necessary to complete the project satisfactorily.

In consultation with the POCD design committee and maintaining the general organization of the draft document as provided, the designer will:

1. Provide art direction and concept design for the full-color report, flyer and social media templates.
2. Develop a style sheet specifying fonts, color palette, page layout, sidebar, chart and table styling, to be applied to Table of Contents, all chapters, Appendix A (Status of 2010 POCD Action Items), Appendix C (Bibliography), Index and templates. Other appendices will remain as is in original formatting.
3. Present design concept for committee comment and modify as necessary for approval.
4. Provide photo editing for client provided images. Convert all images from RGB to CMYK, if needed. Assure that image files are of uniform style and sized correctly for print.
5. Incorporate text (provided in MS Word format), and charts, images and maps into InDesign or comparable design software program.
6. Produce final design and materials suitable for printing by a separate contractor.

4.2. Document Requirements

The completed POCD will be approximately 100 to 130 pages in length, with ten chapters and an executive summary, approximately 42,500 words in total, with approximately 100 images and charts, plus appendices and 12 maps. All maps will be supplied camera ready and each will be on its own page. No additional design will be required.

The POCD will be distributed in both print and digital format. The digital format shall be a searchable PDF for distribution via the internet and available in both high- and low-resolution format.

The templates will use the same theme and style sheets as the POCD and are to notify the public of public meetings and comment periods.

- a. The flyer will be distributed via print and email (pdf attachment or jpg insert) in an 8.5" x 11" format.
- b. The Facebook template will be used for event posting and general posts.

4.3. Interface with the Town

After reviewing supplied materials and files, designer will:

1. Meet with POCD design committee to discuss the project and solicit input.
2. Meet with POCD design committee to present design concept for review and comment. Modify as needed for final approval.

3. Present draft document to committee.
4. Incorporate committee comments with one round of edits.
5. Prepare document for committee for final proof reading.
6. Incorporate final proof reading edits, if any.
7. Submit final document to town for printing and distribution.

5. FORMAT AND CONTENT

5.1. Format

Proposals must be arranged so as to be directly and organizationally responsive to this RFP. Further, page size shall be 8-1/2" x 11".

5.2. Selection Process

Proposals will be evaluated based on the following criteria:

- Professional qualifications and experience of the designer and key project personnel as based on the submitted proposal
- Demonstrated experience and technical competence with comparable projects
- Completeness of proposal and evidence that the designer expresses a clear understanding of the scope of services as committed to by the designer in its response to this Request for Proposals
- Ability to meet project work schedule
- Fee Proposal and total cost
- References feedback

Finalist proposals will be reviewed by key members of the Town's management team. After a review of written proposals, selected consultants may also be asked to interview, either in-person or via Zoom meeting. The Town will choose the proposal(s) that best fits its needs. The Town is not obligated to award the contract based on cost alone nor is the Town obligated to award only one agent of record. The Town reserves the right to waive non-material deficiencies in any proposal. Proposals will be evaluated based on what is deemed in the best interest of the Town, including such factors as the consultant's experience and expertise in providing design services for municipalities, clarity and creativity of the proposal, recommendations from other similar entities for which the designer has previously provided services. Selection of the preferred proposal does not provide any contract rights to that designer. Any such rights shall accrue only if and when the Town and selected designer execute a binding contract. The proposal submitted may, at the leisure of The Town, become an addendum to any contract entered into. The Town shall have full rights to negotiate with the successful consultant in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful designer, the Town may commence negotiations with an alternative designer or reject all bids and reinstitute the RFP process.

5.3. Title Page and Cover Letter

Include the name of the firm, telephone numbers and email addresses of the primary contact persons, the date and other relevant company information.

5.4. [Experience and Examples](#)

Describe your firm's experience in the required areas of expertise, and its ability to provide the needed services for the Town. Include examples for which your firm has supplied the same or similar services. Provide up to three experience summaries.

5.5. [Professional References](#)

Include the name, address, phone number and email address for at least three professional references.

5.6. [Key Staff](#)

Identify the designated Project Manager or primary contact and key supporting staff, along with their availability for this project, specific experience based on the themes of study, and capacity to provide the requested services. Include resumes for each of the individuals and clearly identify any sub-consultants and their role in the project.

5.7. [Scope and Approach](#)

State the services your firm/team is proposing to provide. Describe the process and timeline that would be utilized to complete the project for the items listed under Scope of Services and Deliverables. Please indicate the number of calendar days to complete this project following contract signing.

5.8. [Cost](#)

Fee Proposal shall be submitted in Section 7 - Pricing Proposal. The Fee Proposal should include any and all travel, materials, time and delivery and all fees for tasks as described in the designer's response to the RFP.

5.9. [Town Support](#)

A description of anticipated type and level of support the consultant will require from the Town such as staff support, provision of meeting/studio space, materials, etc.

6. TERMS AND CONDITIONS

6.1. Term of Contract

The Town expects contracted work to be completed within 60 days of contract signing.

6.2. Duration of Offer

Proposals must be valid for ninety days.

6.3. Late Proposals

Proposals or unsolicited amendments to proposals arriving after the date/time due will be rejected as not meeting the mandatory requirements of this RFP.

6.4. Award of Contract/Acceptance of Proposal

The contents of the RFP and the Bidder's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties. The terms and conditions including a proposed payment schedule will be negotiated between the Town and the selected consultant.

6.5. Insurance Required

During the term of the services provided as part of this RFP, the successful bidder must procure and maintain insurance. The awarded contractor shall provide their certificate of insurance within 10 days of award or at the time of contract signing, whichever is sooner. The insurance required by the Town is outlined below:

The consultant shall secure, pay for and maintain such insurance as will protect it from claims under Workers' Compensation Acts, claims for damages because of bodily injury, including but not limited to claims for personal injury, sickness or disease or death of any person as a result of the nature of its work under the terms of the Agreement between the parties, and from all claims for damages because of injury to or of destruction of property, including but not limited to loss of use resulting there from which may arise out of any of the services provided pursuant to the Agreement between the parties.

1. The consultant shall provide a certificate of insurance evidencing the following required minimum coverages:

General Liability per occurrence \$1,000,000

Personal Injury \$1,000,000

Aggregate \$2,000,000

Professional liability \$1,000,000

Fire Damage (Any One Fire) \$ 50,000

Medical Expense (Any One Person) \$ 5,000

An error and omissions protection provision shall be provided.

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

2. Automotive Liability, including owned, hired and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: \$1,000,000
3. Statutory Worker's Compensation and Employer's Liability.
Each Accident \$ 100,000
Disease – each employee \$ 100,000
Disease policy limit \$ 500,000
Or in accordance with the requirements of the State, whichever is greater. A request to waiver the Worker's Compensation requirements is available, to sole proprietors only, upon request.
4. Umbrella /Excess \$ 2,000,000
5. The Town of New Milford, CT its officers, agents, employees, and volunteers MUST be named as "Additional Insured" with reference to this project on a primary and non-contributory basis on applicable policies.
6. The selected consultant shall indemnify and hold the Town of New Milford harmless from and against all claims to the fullest extent permitted by law.
7. Consultant is an independent contractor. No employment relationship exists between the parties.
8. The insurer shall waive all rights of subrogation against the Town of New Milford, its officers, employees and volunteers arising from work performed by the Consultant for the Town of New Milford.
9. If any insurance required herein is to be issued or renewed on a "claims made" form as opposed to an "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement between the parties and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months. The insurance requirements of this Agreement are an integral element of the Agreement. Any defect in the insurance required in the Agreement may result in termination of this Agreement, at the sole option of the Town.

6.6. Town's Rights

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

All materials submitted in response to this RFP become property of the town.

6.7. [Review Rights](#)

Proposals submitted may be reviewed and evaluated by any person(s) considered necessary to the decision making process at the discretion of The Town of New Milford.

6.8. [Consultant's Proposal Preparation Costs](#)

Costs for developing proposals are entirely the responsibility of the bidder and will under no circumstances be transferred to The town of New Milford or any other affiliated organization.

6.9. [Public Release of Information](#)

News releases, articles, brochures, advertisements, prepared speeches, and other information releases concerning this RFP, or any subsequent contract or activity related thereto, may not be made without the prior written approval of the Town of New Milford.

6.10. [Special Note](#)

Each responding consultant is advised to read and respond to this RFP carefully. Your response and submittal shall be considered your opportunity to describe your firm's methods, techniques, process, and plan to fulfill the project requirements. While pricing will be considered in the award of this contract so will responses that fully explain solutions and innovative techniques to successfully accomplish the tasks as described. Any and all exceptions to an item in this specification MUST be duly noted and explained in the response. Failure to make exception to any item shall be considered as both the ability and the intention to fully comply with that item at the quoted price.

6.11. [Contingencies](#)

Consultants, before submitting their proposals, should make a careful examination of the scope of the work to be done and of the difficulties involved in its proper execution; to include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the delivery of the proposed conceptual plan, report and cost estimate, notwithstanding that every item or contingency is not specifically mentioned herein.

6.12. [Price](#)

The price quoted shall include all contingencies, including but not limited to profit, BFO, administrative fees, direct costs, etc. to complete the project as described in this document.

6.13. [Civil Rights Compliance](#)

Where applicable, Consultants must comply with the Civil Rights Act of 1964, the Equal Employment Act, and the Connecticut Fair Employment Practices Act.

7. PRICING PROPOSAL

PLAN OF CONSERVATION AND DEVELOPMENT DESIGN SERVICES

Line Item	Description	Unit of Measure	Unit Cost
1	Lump Sum costs for all work associated with the design of the 2020 POCD as outlined in the specifications	1	
2	Per Hour costs for any additional work requested	1	

8. **VENDOR QUESTIONNAIRE**

8.1. Consultant Agreement*

The consultant has read, understands, and agrees to meet or exceed the Scope of Work for a capped fee listed within and agrees to meet the requirements contained in this Request for Proposals. By submitting a response to this proposal, all responses will be binding in any agreement entered in the future and the response may be considered an addendum to any future agreement. The consultant submits this proposal in good faith and without collusion with any other person, individual or consultant.

Please confirm

*Response required

8.2. Indemnification, Acknowledgement & Agreement *

BID: POCD Graphic Design Services

BID OPENING: Thursday, March 11, 2021

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Please confirm

*Response required

8.3. [Non-Collusion Affidavit*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Attachment - Non-Collusion ...](#)

*Response required

8.4. [Proposal Documents without Cost Proposal*](#)

Please upload your COMPLETE Proposal here. Upload fee proposal separately in the next step.

*Response required