

REQUEST FOR QUALIFICATIONS

Monroe County Water Authority



2024 Contract Administration and Inspection Services

January 2, 2024

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

Eng. File 24-003

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County Water Authority (the "Authority") is soliciting Statements of Qualifications from consultants for Contract Administration and Inspection services for administration and inspection of various construction and service contracts. 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 Qualifications ("RFQ").

In responding to this RFQ, 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 RFQ Procurement Officer

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 (the Authority) and Bidder/Offerer during the procurement process. The RFQ Procurement Officer identified below is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Proposer.

Stephen M. Savage, P.E.
Phone: (585)442-2000, ext. 410
Email: Steve.Savage@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 RFQ if it is in the best interest of the Authority to do so; (b) award one or more contracts to one or more qualified Proposers if necessary to achieve the objectives of this RFQ (and if it is in the best interest of the Authority to do so).

1.4 Time Line

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

- ◆ All requests for RFQ clarification must be submitted in writing to the Procurement Officer at the email address provided in Section 1 and received no later than 3:00 PM EST on January 11, 2024.
- ◆ As deemed appropriate, questions will be answered and documented in writing as an Addendum to the RFQ.

- ◆ Final Statement of Qualifications submissions must be received by 3:00 PM EST on January 19, 2024 at the address shown in Section 3.1.

1.5 Overview of the Organization

The Authority provides high quality, safe and reliable water, in a financially responsible manner.

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, Rochester Division of the 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 190,000 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 Authority's system infrastructure includes two operations centers and a meter shop; three water treatment plants, Shoremont, Corfu and Webster; 48 remote pumping stations; 54 tanks and 2 storage reservoirs; and over 3,435 miles of transmission and distribution water mains.

For additional information on the Authority, go to www.mcwa.com

1.6 Overview of Project

The Authority's distribution and transmission system continues to grow due to the rising demands created by new home construction, creation of new water districts, and conversion to Authority supply by areas served from a water source that has become non-viable.

The Authority reinvests back into its infrastructure through its capital improvement and renewal and replacement programs. Projects undertaken through both of these programs, for which services under this Agreement may be utilized, include water main rehabilitation (i.e. replacement, cement mortar lining, and structural lining), pavement replacement, lawn restoration, water main and water service installations, building infrastructure improvements such as HVAC, electrical and mechanical, and building renovations such as window, roof, and siding replacement.

The Authority enters into several prime construction contracts a year to complete the work described above. Typically construction contract administration and inspection services for these projects are self-performed. Services under this agreement will provide additional resources to the Authority for contract administration and inspection services.

SECTION 2 –SCOPE OF WORK

2.1 Detailed Scope of Work

Below are tasks and deliverables that will be requested under this contract.

The selected Consultant shall provide an array of services related to contract administration and inspection of various Authority projects in the Construction Phase. In order to avoid any potential conflicts, the Authority is seeking one firm who does not and will not perform engineering, architectural, or construction services on other Authority projects during the term of this engagement. The selected

firm will provide the services as listed herein on an as needed basis with individual task authorizations provided under a Master Professional Services Agreement.

Construction contracts administered under the Agreement will be administered by the Authority from award by its Board of Directors through either the Notice of Award or the Notice to Proceed. The Construction Phase shall be considered to have begun immediately after the contract has been awarded by the Authority, and the Authority has provided the Consultant with written authorization to proceed with its specified scope of services for each particular project. During this phase the Consultant shall act as the construction contract manager/administrator, shall advise the Authority, act as the Authority's representative at the project site, issue instructions of the Authority to the Contractor and perform the tasks listed in this section.

2.2 Tasks

- a. General – The Consultant shall advise the Authority, provide administration and management of schedule, and document control activities to coordinate scheduled activities and responsibilities of Contractors and the Authority. Provide direction and technical oversight of the construction. Provide QA/QC oversight of the inspectors.
- b. Meetings - The Consultant shall attend and may run, pre-construction conferences held by the Authority for projects covered under this contract. Once construction has commenced, the Consultant shall arrange, develop agendas, attend, and may run progress meetings with the Contractor, Engineer and the Authority and notify those expected to attend in advance; Maintain and circulate copies of meeting minutes to invitees. Minutes shall be issued within one week of the meeting.
- c. Shop Drawings and Technical Review – The Consultant shall check actual materials, equipment, data, etc. for conformance with approved Shop Drawings, maintain the Shop Drawing log and provide status updates at progress meetings.
- d. Insurance – Receive Contractor's proof of insurance and review for limits and completeness of required information. Pass to Authority's representative for final approval.
- e. M/WBE - Review contractor's monthly DBE compliance in consultation with the Authority's DBE Officer and provide status at progress meetings.
- f. Payment Estimates - Based on on-site observations and on review of the Contractor's applications for payment, the Consultant shall determine the amount owed to the Contractor and approve necessary estimate documents for recommendation to the Authority. Approval shall constitute a representation to the Authority, based on such observations, review and the data comprising such applications, that the Contractor's work has progressed to the point indicated and that, to the best of their knowledge, information and belief, the quality of such work is in material compliance with the Contract, subject to the results of any subsequent test called for in the Contract and any qualifications stated in their approval. Quantities for payment will be provided to the Authority, the Authority will generate the payment applications for signature.
- g. Clarifications (RFI), Modifications and Change Orders - Receive, transmit, log and distribute. Transmit to the Authority requests for interpretations of the meaning and

intent of the Drawings and specification and other Contract Documents, and assist in the resolution of questions that may arise. Coordinate the preparation of design clarifications and other routine supplementary information. Provide preparation of and administration of modifications, claims and change orders. Assist in negotiations with Contractors and coordinate review and approval of potential design impacts with the Engineer. Coordinate revisions and/or supplemental information for Permits to reflect any revisions to Project after regulatory agency issuance. Review, evaluate and document claims.

- h. Inspection - The Consultant shall have a qualified representative on the site during the time the Work is progressing on the project. Consistent with other obligations hereunder, Consultant will be responsible to see that the Contractor undertakes their work in material compliance with the Contract Documents and will keep the Authority informed of the progress of such work, will use best efforts to guard the Authority against defects and deficiencies in the work on the project performed by any contractor, and may recommend disapproval of such work as failing to conform to the Contract Documents. The Consultant will not be responsible for selecting the Contractor's means, methods, and techniques of performing the Contractor's work. It is not intended by this paragraph to relieve the Consultant, employees, agents, sub-contractors and Consultants, from responsibility for their own acts or failure to act which might contribute to the Contractor's failure to perform.

- i. The Inspector shall:
 - 1. Serve as the Authority's liaison with the Contractor.
 - 2. Cooperate with the Contractor in dealings with the various agencies having jurisdiction over the project in order to maintain continuity of the Project.
 - 3. Obtain from the Authority additional details or information, when required at the job site for proper execution of the Work.
 - 4. Have on on-site, a complete set of the Contract Documents including all addenda, and additional Drawings issued subsequent to the award of the Contract.
 - 5. Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents including all addenda, change orders and additional Drawings issued subsequent to the award of the Contract, Authority's interpretations of the Contract Documents, progress reports and other Project related documents.
 - 6. Enforce the Authority's site security requirements.
 - 7. Prepare daily reports, recording hours (time of day) on the job site, weather conditions, list of visitors, daily activities, decisions, general observations, compliance with contractor's submitted schedule, specific work locations, times associated with activities and locations, and specific procedures. Each daily report is to be provided to the Authority at the end of the following day.

8. Photo document all aspects of the work, including preconstruction, during construction and post construction pictures. All pictures must be in a digital format, labeled as to what each photo represents and via a portable thumb-drive, provided to the Authority on a weekly basis. Photos should include overall site conditions, stakeout marks and flags, daily traffic control measures, work locations, method of work, equipment of work, materials of work, ongoing work, completed work, special circumstances, safety concerns, accidents, etc.
 9. Record names, addresses and telephone numbers of all parties involved in the Project, including representatives of the Authority and the public agencies involved, contractors, sub-contractors and major material suppliers. A copy shall be provided to the Authority and updated as changes occur.
 10. Maintain a set of Contract Documents and a Field Book on which authorized changes are noted and are available for review and used to support Contract Modifications and prepare the as-built drawing, which are to be delivered to the Authority upon completion of the Project. Original Field Book(s) are to be provided to the Authority upon submittal of as-built drawing(s).
 11. When required, obtain from the Contractor their list of suppliers and sub-contractors.
 12. Receive reviewed shop drawings and other submissions; record data received; maintain a file of such drawings and submissions; and check construction for compliance with them.
 13. Alert the Contractor's field superintendent when materials or equipment are being installed before review of shop drawings or samples, where such are required, and advise the Authority and the Contractor when he believes it is necessary to disapprove any work of the Contractor as failing to conform to the Contract Documents.
 14. Verify that tests, including equipment and systems start-up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record and report to the Authority and the Contractor appropriate details relative to the test procedures and start-ups.
 15. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record visiting inspector's name and agency, the outcome of these inspections and report to the Authority.
 16. Review and monitor M/WBE goals and compliance with the Contract Documents.
 17. Receive, review and monitor Contractor and subcontractor OSHA 10-hour certification cards and provide copies to the Authority.
- i. Consult with the Authority in advance of scheduled major tests, shut-downs, reductions in capacity, or important phases of the Project.

- j. Furnish the Authority with monthly budget status reports for all components of the project. Status reports to include original contract amounts, modifications, variations in unit prices, claims and additional services.
- k. Scheduling - Review the construction schedule prepared by the Contractor for compliance with the Contract and give written advice concerning its acceptability to the Authority. Provide copies of initial and all subsequent updates at progress meetings and record in meeting minutes.
- l. Guarantees, Certificates, Maintenance and Operation Manuals - During the course of the Contractor's work, assemble guarantees, certificates, manuals and other required data to be furnished by the Contractor and, as soon as practicable but not later than acceptance of the Project, deliver this material to the Authority.
- m. Punchlist – upon Substantial Completion, submit to the Contractor and the Authority a list of observed items (commonly referred to as a "punchlist") requiring correction. As punchlist items are completed, verify and record that each correction has been made. Verify that all items on punchlist have been corrected and make recommendations to the Authority concerning acceptance.
- n. Final Inspection and Testing - Conduct, with the Authority, a final inspection of the Project for conformance and compliance with the Contract Documents. Certify that all construction work and punchlist items have been satisfactorily completed in accordance with the Contract Documents. The Consultant shall also ascertain that appropriate Project performance tests and requirements of all agencies having Permit approval status have been complied with so that the Authority can be assured that the Project will operate and perform as intended.
- o. Record Drawings - Furnish the Authority, within FOUR (4) WEEKS after the project has reached Substantial Completion, a set of original reproducible Record Drawings and digital files in the latest format of AutoCad, showing all modifications and as-built conditions. Record Drawings must comply with Authority's standards. Furnish original Field Book(s), original reports, all photographs, and other project related documentation for the Authority's files.
- p. Limitations of Consultant's Authority
 - i. Except upon written instructions from the Authority, the Consultant:
 - 1. Shall not authorize any material deviation from the Contract Documents.
 - 2. Shall not undertake any of the responsibilities of the Contractor, the sub-contractor, or the Contractor's field superintendent.
 - 3. Shall not advise on or issue directions relative to any aspect of a construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.
 - 4. Shall not authorize the Authority to occupy the Project in whole or in part prior to final acceptance of the Work and the Project.

5. Shall not participate in specialized field or laboratory tests other than as an observer.
6. Unless the Consultant specifically undertakes duties and responsibilities for coordination, supervision or safety of the work or the workplace, the Consultant has no duty, express or implied, to supervise the work on the project or to provide safety of persons in any way involved with the work or for the public at large. The Consultant is not intended to be the agent of the Authority or the Contractor within the definition of agent as used in paragraphs 240 and 241 of the New York State Labor Law

Other types of unanticipated services not listed above may arise during the term of this agreement, similarly services listed above may not be required for each project.

2.3 Orders, Schedules and Payments:

All Work shall be ordered, tracked, and paid for on an order-by-order basis per the following:

1. The Authority will issue a Request for Proposal for all Work performed under this Agreement in advance of the Work.
2. The Consultant shall provide the Authority with a proposal covering the scope of work, team members to be used for assignment (including any coverage for vacations or time off), proposed schedule if different from that in the Request for Proposals, cost breakdown and total Not-to-Exceed amount for the work within the time frame noted in the cover letter.

For all proposals \$25,000 and over, on Authority Capital Projects, the Consultant shall also submit their plan for meeting the Authority's M/WBE goals. The Authority will identify such projects to the Consultant in the Request for Proposals.

The Authority requires Consultants to utilize their best efforts to achieve goals for Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) participation on this project. For each Capital Project Order, goals are a combined participation of 12% of the total estimated cost of the Consultants Work Order. Further, neither MBE nor WBE participation should be less than 6% of the total estimated cost of the Work Order. You will be required to address how your firm will achieve this goal for Capital Project proposals of \$25,000 and over.

3. No Work shall commence until the Authority has issued a specific order Notice to Proceed for the Work.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications and Proposal

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

The sealed Statement of Qualifications must be received at the address below on or before the time specified in Section 1. All submittals must be received in a sealed envelope, clearly labeled "Statement of Qualifications" and marked with the Project Name, due date, and time. Statement of Qualifications submitted via delivery service, such as FedEx, must be addressed to as shown below with instructions to **Deliver to Bid Box located at Employee Entrance, Door #19**. (Proposers submitting via delivery service have sole responsibility to call the Procurement Officer and confirm receipt of the document) **Proposals submitted via US Postal Service will be returned, unopened.**

Attn: Stephen M. Savage, P.E.,
Statement of Qualifications
Contract Administration and Inspection
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 three (3) copies. Qualifications Statement should be clearly marked as "Contract Administration and Inspection Services". The Proposer will make no other distribution of these submittals.
- C. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Proposer complies" or "Proposer understands" should be avoided.
- D. Public Disclosure:** The respondent acknowledges that all materials not marked confidential or proprietary, shall be subject to public disclosure as may be required per applicable regulations or laws.

3.2 Response Date

To be considered, sealed Proposals must arrive on or before the time and date specified in Section 1. **Requests for extension of the submission date will not be granted.** Proposers submitting via delivery service should allow ample delivery time to assure timely receipt of their proposals.

3.3 Clarification of RFQ and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing** (email is acceptable) pursuant to instructions in Section 1 of this RFQ. Questions and answers will be provided to all Proposers who have received RFQs and must be acknowledged in the RFQ response. No contact will be allowed between the Proposer and any other member of the Authority with regard to this RFQ during the RFQ process unless specifically authorized in writing by the RFQ Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.4 Addenda to the RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all that received the basic RFQ. An acknowledgment of such addenda, if any, must be submitted with the RFQ response.

If the RFQ was downloaded from the www.MCWA.com website and it was not received directly from the Authority then prospective Proposer is not on a list to receive any addenda. It is the Proposers responsibility to make sure any addenda have been issued.

3.5 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.

- A. Transmittal Letter:** Each response to the RFQ should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Proposer to the obligations contained in the proposal. The transmittal letter should also include a phone number and e-mail address for the Proposer's contact person.

- B. Company Information:** Provide a brief history of your company including the number of years in business, experience with providing the services requested by this RFQ, identification of company ownership, and the number of employees. Your Statement of Qualifications should include summaries demonstrating your firm's past experience of similar scope and complexity of work.

- C. Project Team:** Provide a description of the team's organization and roles. List the specific team members, including resumes and location. Please note the Authority places great importance on the individual team members. Those proposed should be available if selected. Alternate members should be provided if required for coverage of Field Representatives during vacation or other absences. If in doubt, listing "alternatives" is acceptable. Do not list sub consultants. Only provide qualifications of Work that can be performed by your organization.

- D. Management Approach to the Support Contract.** Describe in detail your approach to management of the professional services contract, including how your corporate philosophy is translated into planning, implementation, coordination and control mechanisms.

- 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. 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. Approximate annual budget;
 - c. Name and telephone number of contact person;
 - d. Summary of the services provided.

- G. Procurement Form:** Include the procurement disclosure form contained in Section 4.12

3.6 Method of Evaluation

- A. Evaluation Committee:** Selected Authority personnel will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFQ and make a recommendation for award.

- B. Evaluation and Selection Criteria:** All properly prepared and submitted Qualifications Statements shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be executed. Evaluation of the proposals will include 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 RFQ will be evaluated according to the following criteria:
 - ◆ Qualifications of the firm
 - ◆ Qualifications of the team
 - ◆ Management approach
 - ◆ Value Added Services/Benefits
 - ◆ References
 - ◆ Proximity of key staff

- 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. The Contract will be valid for a term of 3 years, with the ability to extend up to two additional one year terms upon mutual written consent of both parties. The Authority anticipates awarding this contract on or about February 8, 2024. It is anticipated that the Authority will issue the first two Work Orders under this project within a month of executing the agreement for the 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 RFQ, 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 the evaluation committee.
- B. Negotiate contracts with the selected Proposers.
- C. Award a contract 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 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.

4.3 Property Rights

For purposes of this RFQ and for the contract, the term "Work" is defined as all data, records, files, information, work products, discs 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 RFQ, 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.

4.4 Contract Payment

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

4.5 Notification of Proposer Selection

All proposers who submit proposals in response to this RFQ will be notified by the RFQ Procurement Officer of acceptance or rejection of their proposal.

4.6 Confidential Relationship

During the course of this Project, the Authority may communicate information to the Consultant or its employees, or the Consultant or its employees or agents may learn of, or acquire, certain information of the Authority in order to enable the Consultant to effectively propose on, and ultimately perform, the Work. The Consultant and its employees and agents shall treat all such information as confidential, whether or not so labeled or identified, and shall not disclose any part thereof without the written consent of the Authority. The Consultant shall limit the use and circulation of such information even within the Consultant's organization, to the extent necessary to perform the Work. These obligations shall not apply to any information which (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of the Consultant or its employees or agents, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of the Consultant or its employees without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to the Consultant or its employees by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

4.7 Incurring Costs

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

4.8 Material Submitted

All right, title and interest in the material submitted by the Proposer as part of a proposal shall vest in the Authority upon submission of the Proposer's proposal 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 proposals submitted. However, because the Authority could be required to disclose proposals under the New York Freedom of Information Law, the Authority will, to 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 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.

4.9 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 RFQ. 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 Insurance Requirements

The successful Proposer shall procure and maintain at their own expense until final completion of the Work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the contract whether performed by the Proposer or by their subcontractors.

The successful Proposer shall furnish to the Authority a certificate or certificates of insurance in a form satisfactory to the Authority showing that they have complied with all insurance requirements set forth in the contract for services, and certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Authority. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. WORKER'S COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Proposer in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.

- B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Proposer naming the Authority as an additional insured, and covering liability with respect to all work performed by him under the contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance Covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Proposers
- Personal Injury

- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Proposer and covering the liability for damages imposed by law upon the said Proposer for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Proposer with minimum limits of \$2,000,000 per occurrence.
- E. MOTOR VEHICLE INSURANCE issued to the Proposer and covering liability and property damage on the Proposer's vehicles in the amount of \$1,000,000 per occurrence.

4.11 Proposal Certification

The Proposer must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Proposer.

4.12 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 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: _____

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 Monroe County 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: _____