

**REQUEST FOR
QUALIFICATIONS**

**Monroe County
Water Authority**



Consulting Engineer

March 13, 2023

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

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County Water Authority (the "Authority") is soliciting Statements of Qualifications from consultants to serve as its Consulting Engineer. 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.
475 Norris Drive
Rochester, New York 14610
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 March 21, 2023.
- ◆ 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 3:30 PM EST on March 28, 2023 at the address shown in Section 3.1.
- ◆ A “short-list” of the best qualified Proposers may be established by the Authority selection committee for interviews, which will occur approximately two weeks after submittal of the Statement of Qualifications. Candidate Proposers selected for interviews will be expected to have formulated their proposed methodology for compensation for presentation at the interview.
- ◆ The Authority may either negotiate the project’s fees with the best qualified Proposer, or we may solicit competitive fees if multiple firms are judged to be equally well qualified.

1.5 Overview of the Organization

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

It was created by State legislation in 1950 to solve the water supply needs of this community. In 1959 the Authority assumed the assets of the private, New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County’s inner ring towns and portions of the City of Rochester. As surrounding towns and villages faced new water supply challenges, the Authority's service area has steadily grown. Today, we serve over 189,600 customers in every town and village in Monroe County plus towns, villages and other water authorities in each of the five adjacent counties.

The MCWA system infrastructure includes its main operations center, meter shop, three water treatment plants, 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 MCWA, go to www.mcwa.com

SECTION 2 –SCOPE OF WORK

2.1 Scope of Work

Below is a preliminary outline of the required support tasks to be included under this contract. Additional tasks may be required. The Proposer is encouraged to expand upon this outline and present additional detail delineating its proposed approach to the contract.

Task 2.1.1 Annual Inspection

The Consulting Engineer, along with Authority staff, must complete an annual inspection of the Authority's properties and operations and submit a report sufficiently detailed to show that the Authority has satisfactorily performed and complied with its Trust Indenture. This includes field inspection of each pump station, storage tank, water treatment plant, and operations center. Historically the field work for this takes four days (with two of the days being handled by two separate teams). And to accommodate Authority staff commitments, the inspection is spread over a four week period; never four consecutive days). A draft of the report shall be delivered to Authority staff for review no later than two weeks following the completion of the inspection field work.

Task 2.1.2 Annual Budget Review

Following Authority staff's preparation of the preliminary annual budget, the Consulting Engineer is required to review said preliminary budget against the specific criteria included in the Trust Indenture and certify compliance. In the event that the Authority makes a Budget Amendment (very rarely occurs), the Consulting Engineer would need to provide an updated budget certification.

Task 2.1.3 Asset Disposal

In the event the Authority proposes to sell, lease or dispose of water properties having a value of over \$1,000,000, the Consultant must review and certify that the terms are fair and reasonable and the disposal will not prevent the Authority from complying with the covenants of the Trust Indenture. (Historically, certification under these conditions is also very rare).

Task 2.1.4 Insurance

Annually the Consulting Engineer provides the Authority with review of the value of facilities being insured, or self-insured.

Task 2.1.5 Emergency Assistance

The Consultant may be requested to provide emergency support to the Authority's Engineering Departments for unique issues. Historically these types of requests have been for assistance with structural, electrical, or water quality issues.

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 "Proposals" and marked with the Project Name, due date, and time. Proposals submitted via delivery service, such as FedEx, must be addressed to "Stephen Savage, P.E. – Proposal" 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 – Consulting Engineer
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 and three (3) copies. Qualifications Statements should be clearly marked as "2023 Consulting Engineer." The Proposer is encouraged to respond electronically in addition to submitting hard copies of its qualifications statement as provided above. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign proposals.
- 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 Qualifications Statements must arrive on or before the location, time and date specified in Section 1. Requests for extension of the submission date will not be granted. Proposers mailing proposals 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 via email** pursuant to instructions in Section 1 of this Request for Qualifications. Questions and answers will be provided to all Proposers who have received RFQ's 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. Company Information:** Provide a brief history of your company. Your Statement of Qualifications needs to include summaries demonstrating your firm's past experience, for water suppliers of similar scope and complexity to the Authority, with:
- process and facility planning,
 - forecasting loads and revenues,
 - financing, rate and budget analyses,
 - design, construction, operation and maintenance.
- B. Support Team:** Provide a description of the team's organization and roles. List the specific team members, including resumes. Please note the Authority places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable.
- C. Management Approach to the Support Contract.** Describe in detail your approach to management of the Consulting Engineer services contract,

including how your corporate philosophy is translated into planning, implementation, coordination and control mechanisms.

D. 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.

E. References: Provide a minimum of three clients for whom your company has provided similar services. Include the following information for each client:

- a. Name and address of the client;
- b. Name and telephone number of contact person;
- c. Summary of the services provided.

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.

3.7 Oral Presentation

Proposers who submit a proposal may also be required to make an oral presentation of their proposal to the evaluation committee. These presentations will provide an opportunity for the Proposer to clarify their proposal to ensure a thorough, mutual understanding. At the same time, the Authority is under no obligation to offer any Proposer the opportunity to make such a presentation.

3.8 Investigations

The Authority reserves the right to conduct any investigations necessary to verify

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

SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER

4.1 Reservation of Rights

The Authority reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Proposer proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the Authority. The Authority is not committed, by virtue of this 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 Contract Negotiation

Negotiations may be undertaken with those Proposers whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFQ. The contract that may be entered into will be the most advantageous to the Authority, price and other factors considered. The Authority reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the Authority.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Proposer may become contractual obligations, should a contract ensue. Failure of a Proposer to accept these obligations may result in cancellation of the award.

4.4 Prime Responsibilities

The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not provided directly by them. The selected Proposer will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the Authority shall approve all subcontractors and will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 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.

4.6 Contract Payment

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

4.7 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.

4.8 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.

4.9 Incurring Costs

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

4.10 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.

4.11 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.

4.12 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's Attorney 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.

4.13 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. Any costs not identified and subsequently incurred by the Authority must be borne by the Proposer. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Proposer.

4.14 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 MCWA 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: _____