

REQUEST FOR QUALIFICATIONS & PROPOSAL

Monroe County Water Authority



Confined Space Monitors With Service Program

Engineering File Number: 20-S10

November 10, 2020

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

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

The Monroe County Water Authority (MCWA or “Authority”) is soliciting proposals from Suppliers to demonstrate proof of qualifications, and an estimated cost of, a renewable lease agreement to supply all instruments and related equipment necessary to perform gas detection functions including continuous remote monitoring via the internet, routine maintenance, and ready-to-use replacement instrument services associated with MCWA’s confined space program.

Prospective Proposers must offer a Statement of Qualifications and a Proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of this document.

In responding to this RFQ/P, Proposers must follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing MCWA with comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the MCWA review and assessment process. **Note that MCWA is requiring that your Statement of Qualifications and your Proposal be submitted in separate documents and in separately sealed envelopes.**

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

Papo Villarrubia, Engineering Support Supervisor
Phone: (585) 442-2001 Ext. 299
Email: Papo.Villarrubia@mcwa.com

1.3 Presentation and Clarification of MCWA’s Rights and Intentions

MCWA intends to enter into either an annual multi-year or a 5-year contract with the selected Proposer (the Consultant) to supply the services described in Section 2. The Annual Contract may be renewed on a one-year basis to a maximum of 5 years, if mutually agreeable to both parties.

It should be noted that this intent does not commit MCWA 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. MCWA 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/P if it is in the best interest of MCWA to do so; (b) award one or more contracts to one or more qualified Proposers if necessary to achieve the objectives of this RFQ/P if it is in the best interest of MCWA to do so.

1.4 Time Line

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

- ◆ Advertisement Date: **November 10, 2020**
- ◆ All requests for RFQ/P clarifications must be submitted in writing to the RFQ/P Officer at the Email address provided in Section 1 and received no later than **3:00 p.m. EST on Tuesday, November 17, 2020.**
- ◆ If required, an Addendum will be issued by MCWA on or before **Wednesday November 18, 2020.**
- ◆ Qualifications and Proposals must be received by **11:00 AM, EST on Tuesday November 24, 2020** at the address shown in Section 3.1.2. The right to withdraw will expire on this date.

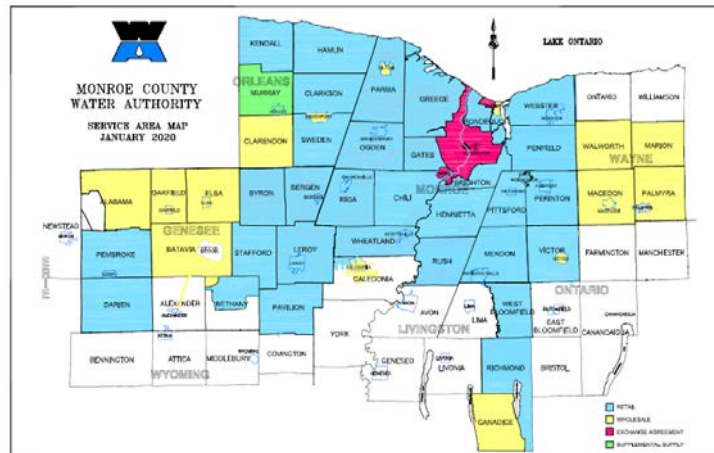
1.5 Overview of the Organization

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

MCWA was created by State legislation in 1950 to solve the water supply needs of this community. In 1959 MCWA took over the assets of the private, New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County's inner ring towns and portions of the City. As surrounding towns and villages faced new water supply challenges, the MCWA service area has steadily grown. Today, MCWA serves over 186,000 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 MCWA system infrastructure includes the two operations centers and a meter shop; three water treatment plants, Shoremont, Webster and Corfu; 48 remote pumping stations; 55 water storage tanks and 2 water storage reservoirs; and over 3,380 miles of transmission and distribution water mains.

Additional information on MCWA is available at www.mcwa.com



SECTION 2 – DETAILED SCOPE OF WORK

Refer to Section 3 for further detail regarding response formats and requirements.

Below are the tasks and deliverables to be included under this contract.

2.1 Qualifications and Proposal Statement

The proposer will provide qualifications and proposal statements to establish their ability to provide the services detailed in Section 2 Articles 2.2 through 2.5 and Section 5. Additional requirements for this statement are detailed in Section 3.

2.2 Overview of the Project

2.2.1 Provide leasing services to supply and maintain all instruments and related equipment necessary to perform gas detection functions. Services to include continuous remote monitoring of the equipment through the internet, routine equipment maintenance, calibration and repair/replacement services, including gas replenishment.

2.3 Description of Consultant Services

2.3.1 Proposer will own and maintain all instruments, servers, docking stations and accessory hardware.

2.3.2 **Instruments and Equipment:** Supply all instruments and equipment necessary to perform gas detection functions as follows:

A. Gas Monitors: Orange or Yellow monitors with internal sampling pumps, equipped with Oxygen(O₂), Hydrogen Sulfide (H₂S), Carbon Monoxide (CO) and Combustible Gas (LEL/CH₄)LEL(Pentane) Sensors.

1. Manufacturer:

- a. Industrial Scientific Corporation – VTS-K1232010101Ventis® MX4
- b. RAE - QRAE 3
- c. MSA - Altair 4X
- d. Or Approved Equal

B. Docking / Calibration Station: With 3 inlet ports and Ethernet compatible docking stations to perform automatic calibration, bump testing, instrument diagnostics, data record keeping and communication to host software. Provide with U.S. power cords.

C. Unit Charger: Single and 6 unit chargers as specified in Section 2 Article 2.4.1 with U.S. power cords.

D. Gas Cylinder: Non-flammable, non-oxidizing gas mixtures of 100 ppm CO, 25 ppm H₂S, 18% O₂, 25% LEL Pentane. Provide 58 and 116 liter cylinders as specified in Section 2 Article 2.4 with a wall/desk mount cylinder holder.

- E. Demand Flow Regulator: Regulator with pressure switch for 58, 103 or 116L cylinders. Must provide proper flow rate for calibration.
- F. Filters: Internal dust filter/water stop for gas monitors with pumps.
- G. Tubing: 10' long sample tubing with each monitor.
- H. Replacement Sensors: O₂, H₂S, CO, and LEL/CH₄.
- I. Batteries: Li-ion Extended Range battery packs.
- J. Carrying Case: Rugged hard plastic carrying case.

2.3.3 **Remote Instrument and Equipment Monitoring:** A Manufacturer hosted software platform, Industrial Scientific Corporation's iNet®, or equal, for system management and program administration to provide a Web based, graphical user interface for 24/7 user access to gas monitoring data and instrument management functions. Management system must perform the following:

- A. Remote management of instrument functional test, calibration, diagnostic testing and data download schedules.
- B. Remote management of all instrument settings and optional features.
- C. Remote access to all program data via the internet from any web enabled PC or mobile device.
- D. Provide a centralized management of equipment regardless of physical location.
- E. Document on-line history of calibration and bump test records as well as changes to instrument settings, sensor and gas cylinder installation.
- F. Support major web browsers including, but not limited to, Internet Explorer, Firefox, Safari, Android and Chrome.
- G. Possess a secure, off-site, unlimited storage ability of all instrument data.
- H. Provided online access to all instrument calibration, test, user, gas exposure, and history and maintenance data.
- I. Provided mobile device access for login/logout assignment of instrument to users.
- J. Provided automatic firmware upgrades of instruments and docking stations on-site via Internet and docking station hardware.

2.3.4 **Calibration Gas Monitoring and Replenishment:** The Manufacturer hosted software platform management system must perform the following:

- A. Remote monitoring of calibration gas usage and provide automatic replenishment of all calibration gases on an as-needed basis by Owner and as monitored by the Proposer.
 - B. The monthly fee will not be subject to change and will apply for the entire term of the Agreement.
- 2.3.5 **Software Licenses:** Proper entitlements for included software must be furnished with the delivery of all products to ensure the software is correctly licensed to the Water Authority. If this order {Contract} includes software, provide documentation showing valid proof of license as stated in the software license agreement(s).
- 2.3.6 **Ready-to-Use Replacement:** 1 for 1 exchange program:
- 2.3.7 Continuously monitor all instruments and docking stations via the Internet.
- 2.3.8 When a malfunction is detected at the Owners site, a ready-to-use replacement instrument must be automatically scheduled and delivered via priority shipping. Owner will then return the instrument or equipment in need of repair back to manufacturer in a pre-paid shipping package.
- 2.3.9 A maximum of 72 hour response from the time of alert to exchange of equipment must be guaranteed.
- 2.3.10 **Service Alerts:** Automatic email alerts of equipment requiring maintenance or service will be sent to the email addresses of two of the Owner's personnel. These addresses can be changed as needed during the contract period.
- 2.3.11 **Reports:** Automatic email reports of equipment status, instrument alarm summaries, and maintenance or service records will be sent to Owner's personnel above.
- 2.3.12 **Delivery and Installation:** Deliver, install and set-up all equipment, docking stations and instruments at locations listed in Section 2 Article 2.4 by February 3, 2021.
- A. Coordinate date and time of delivery and installation with Procurement Officer listed in Section 1 Article 1.2.
 - B. Owner will provide cabling installation labor, cabling and or wireless networking components for all necessary network connections.
 - C. Provide an off site secured network server for handling the backup, saving, restoring and the archival data-storage of instrument data.
- 2.3.13 **Training:** Provide three 2-hour on-site training sessions for docking stations, instruments and software at the following locations by February 3, 2021:
- A. Shoremont Water Treatment Plant (SWTP)
 - B. East Side Operations Center
 - C. Meter Shop

2.3.14 **Technical Support:** Provide live technical support from knowledgeable staff available on demand from 7:00 am to 5:00 pm weekdays.

2.4 Locations

2.4.1 The Work to supply, install and set-up equipment will be performed at the following MCWA locations;

A. Shoremont Water Treatment Plant (SWTP)
4799 Dewey Avenue
Rochester, New York 14612

Provide:

1. 9 ea. - Air Monitors with Integrated Sample Pumps and sample tubing
2. 3 ea. - Docking / Calibration Stations
3. 1 ea. - 6 unit charger with U.S. power cord
4. 4 ea. - Single unit chargers with U.S. power cords
5. 3 ea. - 116L Gas Cylinder with wall/desk mount cylinder holders
6. 3 ea. - Gas regulators with pressure switch
7. 30 ea. - Filters
8. 4 ea. - Carrying Case

B. East Side Operations Center
475 Norris Drive
Rochester, New York 14610

Provide:

1. 5 ea. - Air Monitors with Integrated Sample Pumps and sample tubing
2. 1 ea. - Docking / Calibration Station
3. 1 ea. - 6 unit charger with U.S. power cord
4. 1 ea. - 116L Gas Cylinder with wall/desk mount cylinder holder
5. 1 ea. - Gas regulator with pressure switch
6. 30 ea. - Filters
7. 2 ea. - Carrying Case

C. Meter Shop
179 Norris Drive
Rochester, New York 14610

Provide:

1. 5 ea. - Air Monitors with Integrated Sample Pumps and sample tubing
2. 1 ea. - Docking / Calibration Station
3. 1 ea. - 6 unit charger with U.S. power cord
4. 1 ea. - 116L Gas Cylinder with wall/desk mount cylinder holder
5. 1 ea. - Gas regulator with pressure switch
6. 30 ea. - Filters
7. 2 ea. - Carrying Case

D. Webster Water Treatment
593 Basket Road
Rochester, New York 14580

Provide:

1. 2 ea. - Air Monitors with Integrated Sample Pumps and sample tubing
2. 1 ea. - Docking / Calibration Station
3. 2 ea. - single unit chargers with U.S. power cords
4. 1 ea. - 58L Gas Cylinder with wall/desk mount cylinder holder
5. 1 ea. - Gas regulator with pressure switch
6. 10 ea. - Filters
7. 1 ea. - Carrying Case

2.4.2 It is anticipated that future work under this Contract may also include additional equipment at other locations within MCWA's service area (refer to service area map in 1.5). The Work will be performed at locations as ordered by the Owner at a later date. The additional equipment list below will be considered Contingent Items. Unit Prices are to be written for each Contingent Item in the Price Proposal in Section 5 and may be added by addendum at a later date.

The Contingent Items comprise the Work where, in general, the quantities cannot be determined in advance of construction. No promise is given, either by expression or by implication, that the quantities of contingent work stated in the Proposal are even approximately the quantities that will be ordered in the Lease Agreement.

A. Contingent Items:

1. Air Monitors with Integrated Sample Pumps
2. Docking / Calibration Stations
3. Single unit chargers with U.S. power cords
4. 58L Gas Cylinders with wall/desk mount cylinder holder
5. Gas regulator with pressure switch
6. Filters
7. Carrying Case

2.5 Execution

2.5.1 Work Hours

A. No work, except emergency work, shall be performed before the hours of 7:30 a.m. or after 4:00 p.m., prevailing time on weekdays.

B. Work hours shall comply with the requirements of the New York State Department of Labor.

2.5.2 Use of Premises

The Proposer shall be responsible for the coordination of the Work with the Owner's representative.

Proposer shall notify Owner's representative 48 hours prior to performing any Work at a facility and five days prior to working on a holiday.

2.5.3 Job Site Security

The Proposer shall comply with the following security provisions.

- A. Proposer shall submit to Owner a copy of a photo ID (driver's license or approved equal) for each worker who will be working on-site. Owner shall issue a numbered badge to each worker. Workers shall wear badges in full view when on site.
- B. Owner reserves the right to reject anyone who poses a security threat in the sole opinion of the Authority.
- C. Proposer shall not enter any of Owner's lands without Owner's representative.
- D. No worker will be allowed on site without a badge.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications and Proposal

3.1.1 **Separate Submittals:** There are to be two separate and distinct submittals submitted in two separately sealed envelopes:

A. Qualifications Statement.

B. Price Proposal.

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

All submittals must be received in a sealed envelope, clearly labeled “Confined Space Monitors Service Program - **QUALIFICATIONS**” or “Confined Space Monitors Service Program - **PRICE PROPOSAL**” with the due Date, and time. Proposals submitted via delivery service, such as FedEx, must be addressed as shown below with instructions to **“Deliver to Bid Box located at employee Entrance, Door #19.”** (Proposers submitting Qualifications and Price Proposals via delivery service have sole responsibility to call the Procurement Officer and confirm receipt of the Packages.) **Packages submitted via US Postal Service will be returned, unopened.**

Both the sealed Qualification Statement and the sealed Price Proposal must be received at the address below on or before **11:00 a.m. EST on Tuesday November 24, 2020.**

Attn: Papo Villarrubia – Engineer Support Supervisor
Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610

There will be no public opening of the submittals.

3.1.3 **Required Copies:** Proposers must submit:

- One signed original
- Three copies of the Qualification Statement
- One copy in electronic format(.pdf preferred) on a flash drive or CD.
- One signed original Proposal

They should clearly be marked as “Confined Space Monitors Service Program - **Qualifications**” and “Confined Space Monitors Service Program - **Price Proposal**”. The Proposer will make no other distribution of these submittals. An official authorized to bind the Proposer to its provisions must sign proposals.

3.1.4 **Economy of Preparation:** Qualification Statements and Price Proposal 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/P. Expensive bindings, color displays, promotional material, etc. are neither necessary nor desired. 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.

3.2 Response Date

To be considered, a sealed Qualification Statement and a sealed Price Proposal must arrive on or before the location, time and date specified in Section 3.1.2. **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/P and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email.** Questions and answers will be provided to all Proposers who have received RFQ/P's and must be acknowledged in the RFQ/P response. As per NYS Finance Law, no contact will be allowed between the Proposer and any other member of MCWA with regard to this RFQ/P during the RFQ/P process unless specifically authorized in writing by the RFQ/P Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.4 Addenda to the RFQ/P

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

3.5 Organization of Qualifications Statement

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

3.5.1 **Table of Contents:** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

3.5.2 **Company Information:** Provide a brief history of your company including the number of years in business, identification of company ownership, and the number of employees.

3.5.3 **Experience:** Provide details of your company's experience as outlined in Section 2.2.1.

3.5.4 **Project Team:** Provide a description of the project team's organization and roles. List the specific project team members, including resumes. Please note MCWA places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable.

- 3.5.5 **Quality Control:** Describe what standard practices you will employ to assure accuracy and completeness.
- 3.5.6 **Project Schedule:** Provide a project schedule including the tasks outlined in Section 2 above, including turn-around-times. Schedule shall include time for installation of new equipment, testing, training and system ready for service by February 4, 2021.
- 3.5.7 **References:** Provide a minimum of three clients for whom your company has provided similar services. Include the following information for each client:
- Name and address of the client;
Name and telephone number of contact person;
Summary of the services provided.
- 3.5.8 **Instruments, Equipment and Services:** Provide detailed information on the remote monitoring instruments, equipment, monitoring management system and other detailed services outlined in Section 2.3.
- 3.5.9 **Other Information:** Any other information that would make the proposer stand out above and beyond other proposers.

3.6 Organization of Price Proposal Statement

This section outlines the information that must be included in your Price Proposal Statements. Please respond with your information in the same order as the items in the section.

- 3.6.1 **Proposal Cover Letter Form:** Include the completed form contained in Section 5.1.
- 3.6.2 **Addendum Acknowledgement:** Include the completed acknowledgement form contained in Section 5.2 if any proposal addendums are received during the procurement period.
- 3.6.3 **Procurement Form:** Include the completed procurement disclosure form contained in Section 5.3
- 3.6.4 **Price Proposal Based:** Please provide a price for the service program based on the specifications detailed in Section 2 using the Section 5 unit price proposal form.
- 3.6.5 **Proposal Agreement:** Attach any proposed agreement the Owner will be asked to sign as part of the accepted Proposal.

3.7 Method of RFQ/P Evaluation

- A. **RFQ/P Evaluation Committee:** Selected personnel from MCWA will form the evaluation committee for this RFQ/P. It will be the responsibility of this committee to evaluate all properly prepared and submitted Qualifications Statements and Price Proposals for the RFQ/P and make a recommendation for award.

B. **RFQ/P 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 signed. Evaluation of the Qualifications Statements and Price Proposals will consider 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/P will be evaluated according to the following criteria:

- ◆ Company and proposed project team
- ◆ Experience
- ◆ Quality control practices
- ◆ Proposed Equipment, Services, and Remote Instrument and Equipment Monitoring System
- ◆ Proposed Agreement Terms and Conditions
- ◆ Schedule
- ◆ References
- ◆ Price Proposal

C. **Contract Approval Process:** Proposers must be aware that any contract resulting from this request for proposals is subject to prior approval by the MCWA Board of Directors. MCWA anticipates presenting this contract to the Board of Directors for their consideration.

3.8 Oral Presentation

Proposers who submit a proposal may also be required to make an oral presentation of and interview with 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, MCWA is under no obligation to offer any Proposer the opportunity to make such a presentation.

3.9 Investigations

MCWA 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 Proposal bidding documents and the anticipated contract. MCWA will not consider Proposers that are in arrears to MCWA, 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

MCWA 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 MCWA. MCWA is not committed, by virtue of this RFQ/P, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of MCWA. If it is in its best interest to do so, MCWA 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 MCWA as determined by an evaluation committee.
- B. Negotiate contracts with the selected Proposers.

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/P. The contract that may be entered into will be the most advantageous to MCWA, price and other factors considered. MCWA 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 MCWA.

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, MCWA 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/P and for the contract, the term "Work" is defined as all data, records, files, information, work products, produced or generated in connection with the services to be provided by the Proposer. MCWA 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/P, the Proposer acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of MCWA.

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 MCWA. Any property or Work not specifically included in the Contract as property of the Proposer shall constitute property of MCWA.

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 MCWA.

4.6 Contract Application for Payment

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

- A. **Payment:** Invoices shall be delivered to MCWA by postal service first class mail or email. The Authority does not pay invoices in advance of work to be performed. Payments will be made on the Monthly Fee basis established in the Lease Agreement.
- B. **Discounts:** The Monroe County Water Authority takes advantage of all discounts for prompt payments. Our normal terms are Net 30.
- C. **Tax-Exempt Status:** Pursuant to Section 1105 of the Public Authorities Law, the Monroe County Water authority is exempt from all taxes.

4.7 Independent Price Determination

- A. By submission of a Qualifications Statement and Price Proposals, the Proposer certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
 - (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition; and
 - (2) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
 - (1) They are the person in the Proposer's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated, and will not participate in, any action contrary to A (1) and (2) above; or
 - (2) They are not the person in the Proposer's organization responsible within that organization for the decision as to prices being offered in the proposal but that they have been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that

as their agent, does hereby so certify; and that they have not participated, and will not participate in, any action contrary to A (1) and (2) above.

- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A and B above.

4.8 Incurring Costs

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

4.9 Material Submitted

All right, title and interest in the material submitted by the Proposer as part of a proposal shall vest in MCWA upon submission of the Proposer's proposal to MCWA without any obligation or liability by MCWA to the Proposer. MCWA has the right to use any or all ideas presented by a Proposer.

MCWA reserves the right to ownership, without limitation, of all materials submitted. However, because MCWA could be required to disclose documents received under the New York Freedom of Information Law, MCWA 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, MCWA 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.

4.10 Indemnification

The successful Proposer shall defend, indemnify and save harmless MCWA, 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 MCWA 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/P. Nothing herein is intended to relieve MCWA from its own negligence or misfeasance or to assume any such liability for MCWA by the Proposer.

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. Any costs not identified and subsequently incurred by MCWA 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. **All proposals shall be considered final when received.**

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 Proposer/Offerer during the procurement process. A Proposer/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 Proposer/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 Proposer/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 Proposer/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 Proposer/Offerer in accordance with the written notice terms of this contract.

For this Procurement, the Procurement Officer is Papo Villarrubia.

4.13 Term

This agreement shall commence upon execution by the parties and shall terminate either 1 February 3, 2022 (for an annual multi-year Contract) or February 3, 2026 (for a 5-year Contract) from the effective date of this Agreement.

- A. Agreement Date: Date Agreement is fully executed.
- B. Work Commencement Date: January 5, 2021 or as per Notice to Proceed.
- C. Term Effective Date: **February 4, 2021**

4.14 Contract Extension

- A. **For an Annual Multi-Year Contract:** At the mutual written approval of the Authority and the Proposer, this Contract may be extended in one-year increments for up to four additional years after the initial one-year term from the Effective Date. In event either party does not want to extend, other party shall have no claim against party who chooses not to extend. However, no such termination shall relieve the Proposer of any outstanding duties imposed by this agreement. Proposer must provide written request to extend or not to extend this Contract prior to December 31, 2021.

Section 5 - PROPOSAL

5.1 Proposal Cover Letter

Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610-0999

Attention: Mr. Nicholas Noce

We are familiar with the conditions under which the Confined Space gas detection equipment, monitoring, and maintenance services are provided for the Monroe County Water Authority. We have read all sections of the Request for Qualifications and Price Proposal, and the prices submitted in this Proposal are the prices under which we will furnish labor, tools, equipment and materials, where applicable, for performance of the services to be done.

If our Proposal is satisfactory and acceptable to you, we will execute an Agreement with the Monroe County Water Authority to furnish the aforementioned materials and perform the aforementioned work in accordance with this Proposal and all sections of the executed lease.

Supplier: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Business Address: _____

Email Address: _____

Date: _____ Phone No.: _____

Federal Employer Identification No.: _____

5.2 Addendum Acknowledgement

The undersigned acknowledges the receipt of the following addenda, but (s)he agrees that (s)he is bound by all addenda whether or not listed herein:

Acknowledged: _____

Title: _____

Addendum No. 1 Dated _____ Signature _____

Addendum No. 2 Dated _____ Signature _____

Addendum No. 3 Dated _____ Signature _____

Addendum No. 4 Dated _____ Signature _____

Addendum No. 5 Dated _____ Signature _____

5.3 Offerer/Proposer Disclosure

OFFERER/PROPOSER 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:_____

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?

No

Yes

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?

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No

Yes

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?

No

Yes

6. If **Yes**, provide details below:

Governmental Entity: _____

Date of Termination: _____

Basis of Determination or Withholding: _____

(Add additional pages as necessary.)

By signing below, Proposer/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: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

Proposer/Offerer Name: _____
(Company Name)

Proposer/Offerer Address: _____

Proposer/Offerer Phone Number: _____

PRICE PROPOSAL

Item No.	Estimated Quantity (Each)	Equipment Description	Monthly Unit Price Dollars & Cents	Monthly Recurring Charge (MRC)	Annual Recurring Charge (MRC x12)
1	21	Gas Detection Monitor w/ pump and tubing		\$ -	\$ -
2	6	Docking / Calibration Stations		\$ -	\$ -
3	6	Single Unit Chargers		\$ -	\$ -
4	3	6-Unit Chargers		\$ -	\$ -
5	1	58L Gas Cylinders		\$ -	\$ -
6	5	116L Gas Cylinders		\$ -	\$ -
7	6	Regulators with Pressure Switch		\$ -	\$ -
8	6	Wall/Desk Mount Cylinder Holders		\$ -	\$ -
9	100	Water Barrier Filters		\$ -	\$ -
10	1	Calibration Gas AutoReplenishment		\$ -	\$ -
11	7	Rugged Hard Plastic Carrying Case		\$ -	\$ -
Total Monthly Reaccuring Charge (MCR)				\$ -	-----

Total Annual Reaccuring Charge (MCRx12) \$ -

**Total 60-Month Lease Agreement
(Total Annual Reaccuring Charge times 5 years)** \$ -

Additional Equipment that may be required during the 60-Month Lease Agreement

Item No.	Estimated Quantity (Each)	Equipment Description	Monthly Unit Price Dollars & Cents	Monthly Recurring Charge (MRC)	Annual Recurring Charge (MRC x12)
12	2	Gas Detection Monitor		\$ -	\$ -
13	1	Docking / Calibration Stations		\$ -	\$ -
14	2	Single Unit Chargers		\$ -	\$ -
15	1	58L Gas Cylinders		\$ -	\$ -
16	1	Regulators with Pressure Switch		\$ -	\$ -
17	1	Wall/Desk Mount Cylinder Holders		\$ -	\$ -
18	15	Water Barrier Filters		\$ -	\$ -
19	1	Rugged Hard Plastic Carrying Case		\$ -	\$ -

Total Additional Expenses for the 60-month period \$ -

**Total Proposal Price -
Service Program**

Shall be the Total 60-Month Lease Agreement plus the
Total Additional Expenses.

\$ -

PRICE PROPOSAL					
Item No.	Estimated Quantity (Each)	Equipment Description	Monthly Unit Price Dollars & Cents	Monthly Recurring Charge (MRC)	Annual Recurring Charge (MRC x12)
1	21	Gas Detection Monitor w/ pump and tubing		\$ -	\$ -
2	6	Docking / Calibration Stations		\$ -	\$ -
3	6	Single Unit Chargers		\$ -	\$ -
4	3	6-Unit Chargers		\$ -	\$ -
5	1	58L Gas Cylinders		\$ -	\$ -
6	5	116L Gas Cylinders		\$ -	\$ -
7	6	Regulators with Pressure Switch		\$ -	\$ -
8	6	Wall/Desk Mount Cylinder Holders		\$ -	\$ -
9	100	Water Barrier Filters		\$ -	\$ -
10	1	Calibration Gas AutoReplenishment		\$ -	\$ -
11	7	Rugged Hard Plastic Carrying Case		\$ -	\$ -
Total Monthly Reaccuring Charge (MCR)				\$ -	-----

Total Annual Reaccuring Charge (MCRx12) \$ -

**Total 60-Month Lease Agreement
(Total Annual Reaccuring Charge times 5 years)** \$ -

Additional Equipment that may be required during the 60-Month Lease Agreement					
Item No.	Estimated Quantity (Each)	Equipment Description	Monthly Unit Price Dollars & Cents	Monthly Recurring Charge (MRC)	Annual Recurring Charge (MRC x12)
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17	1	Wall/Desk Mount Cylinder Holders		\$ -	\$ -
18	15	Water Barrier Filters		\$ -	\$ -
19	1	Rugged Hard Plastic Carrying Case		\$ -	\$ -
Total Additional Expenses for the 60-month period					\$ -

**Total Proposal Price -
Service Program**

Shall be the Total 60-Month Lease Agreement plus the
Total Additional Expenses.

\$ -
